Smartlox Software Specifications

Smartlox Nyckel Mobile Application

Specification	Details
Product Name	Nyckel Mobile
Product Code	Included with all NYC-SUB-XXX
Compatibility	iOS version 14.0 or later, Android version 13 or later
Language Support	English, Arabic, German, Spanish, Italian, French, Hebrew, Hindi, Chinese, Vietnamese
Permission Requirements	Enable Bluetooth when using app, Enable GPS when using app, Enable push notifications
Authentication	Sign up using mobile number
Optional Security	Allow biometrics when performing certain functions
Available Features	- Communicate with locks via Bluetooth - Unlock locks - Unshackle locks - Share keys

Smartlox Nyckel Web Application

Specification	Details
Product Name	Nyckel Web
Product Code	Included with all NYC-SUB-XXX
Compatibility	For best performance, use the latest versions of Chrome, Firefox or Safari
Language Support	English, Arabic, German, Spanish, Italian, French, Hebrew, Hindi, Chinese, Vietnamese, Indonesian, Japanese, Korean, Norwegian, Portuguese, Swedish, Swahili
Authentication	Sign up using email address
Available Features	- Manage Organization, Users, Keys, Locks, Profiles, Schedules, Sites - Generate / Export Reports

Security

Specification	Details
Aligned with ISO27001	We are actively working towards obtaining ISO 27001 certification, ensuring our current policies and practices are aligned with its information security standards.
User Data	All user data and traffic, including mobile-cloud communications, are encrypted at rest and in transit. Application Transport Security (ATS) and Firebase APIs ensure all traffic is HTTPS (TLS 1.2 or 1.3).

Support

Specification	Details
24/7 Support	Ticketed email support available 24/7
Account Support	Access to Smartlox Customer Success Team to assist with ongoing training and support
Knowledge Base Access	Online knowledge base access - providing customers with how to guides, in video and written format, FAQs and training resources
Self Service Tools	Resources to support customers in the set up and self management of their accounts
Reporting	Out of the box reporting via the web app, with custom reporting available upon request
Custom Development	Custom development support via API integration available upon request

Customer Responsibilities

Specification	Details
Mobile Devices and Desktop Computers	The Customer shall be responsible for providing its personnel with the following equipment necessary to utilize the Services: a. Mobile Devices: A company-issued, Bring Your Own Device (BYOD), or personally owned mobile phone that meets the minimum specifications for running the Mobile App as set forth in the Product Specifications Section. The Customer is responsible for ensuring compatibility of the mobile devices with the Mobile App and for any associated data security measures required by the Customer or applicable law. b. Computers: Computers meeting the minimum specifications for running the Web Application as set forth in the Product Specifications Section. The Customer shall ensure compatibility of the desktop computers with the Web Application and for any associated data security measures required by the Customer or applicable law.

Network Connectivity	The Customer shall be responsible for providing and maintaining network connectivity (either mobile data or Wi-Fi) that allows the mobile devices and computers described above to connect to the Company's cloud infrastructure for access and use of the Services. The Customer acknowledges that reliable and sufficient network connectivity is essential for optimal performance of the Services.
Updates and Compatibility	The Customer shall be responsible for ensuring that the mobile devices and computers described above are updated with the latest operating systems and software as required to maintain compatibility with the Services.
Permitted Domains and SSL Policy	The Customer shall be responsible for ensuring that their Require Environment has the appropriate SSL policy implemented and the following Domains are permitted for use to ensure compatibility with the Services.

Domain	Protocol	Description
smartlox.io	https / wss	Web app and API socket communication
googleapis.com	https	Google Cloud Platform Services
google.com	https	Google ReCaptcha
google-analytics.com	https	Google Analytics
googletagmanager.com	https	Google Analytics
gstatic.com	https	Static font, CSS, etc.

SSL Policy (smartlox.io)

- TLS 1.2 (minimum)
- TLS_ECDHE enabled
- TLS_RSA disabled

Commercial Schedule

Noké Transition - Annual Fee per Lock: USD$27.00 per lock

Paid annually, in advance. Smartlox is offering a discounted rate to all current Noké customers who choose to transfer their locks over to Nyckel prior to June 22nd. This only applies to existing locks, new locks will fall under the standard pricing model.

Smartlox Standard Pricing

Nyckel Annual Subscription

Number of locks	RRP Fee per lock (USD)
0 - 30	$50.00
31 - 100	$45.00
101 - 500	$35.00
501 - 1000	$30.00
1001 - 2500	$28.50
2501 or more	$27.00

Existing Noké Pro Enrolled Locks - *Special Offer*

Fee per lock (USD)
$27.00

Noké Hardware

Product	SKU	Description	RRP (USD)
Noké HD Padlock	LK-N-HD-SS10	Noké HD Padlock. Stainless steel body. 10mm steel shackle. IP67.	$220.00
Noké HD LOTO Padlock	LK-N-SL-AL6R	Digital LOTO aluminum 6.35 mm shackle red	$220.00
Noké Lock Block	NK-LK-BLK	Steel lock enclosure.	$260.00
Jumpstart Tool	NK-JMPST	9V battery jumpstart tool.	$25.00
Alternate / Replacement Shackles	SHKL-10-25	10MM X 25MM shackle.	$22.00
	SHKL-10-50	10MM X 50MM shackle.	
	SHKL-635-25	6.35MM X 25MM shackle.	
	SHKL-635-50	6.35MM X 50MM shackle.	
	SHKL-8-25	8MM X 25MM shackle.	
	SHKL-8-50	8MM X 50MM shackle.	
Noké HD Plastic Sleeve	NK-BCVR	Black protective sleeve for HD Padlock.	$15.00

Terms & Conditions

These terms apply to organizations who are transitioning their existing locks from an existing Noké Platform (Noké Pro, Consumer or Smart LOTO) to the Smartlox Nyckel Platform.

Hardware

Compatibility. Smartlox does not guarantee the compatibility of all hardware with the Smartlox Nyckel Platform. While we will endeavor to support as much existing hardware as possible, there may be limitations that may prevent compatibility, such as:

- Old firmware versions that cannot be upgraded (HD Lock 4.19, 4.22 & 4.24)
- Obsolete hardware models (Success in porting standard locks over has been very limited)
- Bluetooth FOBs are not currently supported
- Door controllers are not currently supported

Warranty. Any existing hardware warranty will not transfer to Smartlox. Customers are to ensure they are aware of their current hardware warranty obligations under their existing purchase agreements either direct through Noké or the reseller they purchased their hardware from. All new hardware purchased through Smartlox, will fall under the Smartlox standard warranty terms.

Software

Functionality. Nyckel Mobile and Web Application functionality is as described in the Product Specifications. This functionality is not designed to replicate all features and functionality of the existing Noké Platforms. There may also be features which are not available within Nyckel including:

- Quick Click Codes
- Company Branding

API. While Smartlox does offer an API, the structure and calls to and from this API will differ to what is available within your existing Noké Platform. We cannot ensure that your current API integration will work without changes.

Commercial

Perpetual License. No existing licenses that have been agreed upon when locks were purchased from Noké will continue with the transition to Smartlox. All hardware put on the Smarlox Nyckel platform will operate under the Smartlox Terms and Conditions.

For the avoidance of doubt, any terms that existed through the previous purchase of hardware through either Noké direct or another reseller are not carried over to this new agreement. By accepting this agreement, the standard Smartlox terms and conditions will be the only that apply.

Terms and Conditions

These standard terms and conditions of sale ("Terms") are entered into between Smartlox Pty Ltd (ACN 657 862 318) ("Smartlox") and the customer described in the Purchase Order ("Customer") and govern the sale of Goods and the provision of Services (as those terms are defined in these Terms) to the Customer.

1. **Customer Responsibilities**

   1.1 Installation / Operation. Customer will:

   1. Provide their own handheld mobile devices in accordance with the technical requirements provided by Smartlox. (Customer bears communications costs including cellular data service plans or WIFI and all associated costs.

   2. Ensure devices are available for the applications to be installed according to the agreed timing

   3. Agree to install the 3rd party apps advised by Smartlox onto their own devices.

   4. Agree and confirm the initial configuration & settings

   5. Communicate the change management plan that educates operators and supervisors on the use and safe and effective operation of the products and services

   6. Provide Smartlox written details of its product familiarization requirements for trainers, operators, supervisors and managers.

   1.2 **Using the Products**. Customer will use and operate (and will ensure that End Users use and operate) the Products in a safe manner, for the purpose for which they were intended, and in accordance with any Documentation or instructions provided by Smartlox (or by the manufacturer of a Product) and with any licences, permits or other legal requirements.

   1.3 **Approved Personnel.** Customer must not tamper with or attempt to repair, re-program or maintain the Products unless approved by Smartlox in writing.

   1.4 **Customer facilities.** If Customer provides Smartlox with use of, or access to, materials, systems, sites or facilities owned or controlled by Customer or End Users, Customer will ensure that such facilities provide a safe working environment, and hereby grants to Smartlox all rights and licenses that are necessary for Smartlox or their subcontractors to perform their obligations.

   1.5 **Acknowledgement.** Customer acknowledges that a failure to perform its responsibilities will void its warranty rights and may negatively impact the performance of the Products, and may expose End Users to risk of harm.

2. **Pricing: Opex pricing and Service Subscription.**

   2.1. Buyer agrees to purchase the License Fees on an annual basis, and to pay the fees applicable for the defined period listed on any order.

3. **Governing Law**

   3.1. These terms are governed by and construed in accordance with the laws of Victoria, Australia and the parties hereby submit to the non-exclusive jurisdiction of the courts of Victoria.

4. **Confidentiality & Intellectual Property**

   4.1 **Confidentiality.** Customer agrees to protect Confidential Information and not disclose it to third parties unless required in order to use the Products or Services, or required by law. Confidential Information includes Smartlox Intellectual Property and Materials.

4.2 **Ownership.** Customer acknowledges that: (a) Smartlox retains ownership of all Intellectual Property Rights in the Smartlox Materials and all Intellectual Property Rights used or embodied in a Product; (b) any Software is licensed, not sold, to Customer; and (c) no manufacture to Customer's specifications entails
ownership by or conveyance to Customer of any property right in any invention.

4.3 **Licence to Customer.** Subject to Customer complying with the terms of the Customer contract, Smartlox grants to Customer a non-exclusive, personal, non-transferable licence to use, copy and distribute to End Users (but not to modify) the Smartlox Materials, solely to the extent necessary for Smartlox to supply the Products and Services and for Customer and End Users to use the Products in accordance with this contract, and subject to confidentiality terms.

4.4 **No sub-licence.** Customer may not sub-license the Smartlox Materials to any third party except: (a) to an Affiliate of Customer (subject to the same restrictions as the licence granted to Customer); or (b) with Smartlox's prior written consent.

4.5 **No reverse engineering.** Customer must not (and must ensure that End Users do not) alter, reverse engineer, disassemble, decompile or copy any Product or Software.

5. Ownership & Use of Data.

5.1 **Ownership**. Smartlox acknowledges that Customer retains ownership of all Product Data and related Intellectual Property Rights. Customer represents and warrants that it is the owner or authorised licensor of the Product Data and related Intellectual Property Rights, and has the rights to grant the license in clause 4.3.

5.2 **Customer use.** Customer agrees that it will only use the Product Data to the extent necessary for Customer's internal business purposes, such as workplace safety management & improvement and staff training & performance management, and such use is subject to clause 3 (Confidentiality). Customer agrees that it will not commercially exploit, sell, transfer or license the Product Data to any third party except: (a) to an affiliate of Customer (subject to the same restrictions as this clause); or (b) with Smartlox's prior written consent.

5.3 **Smartlox Use.** Customer acknowledges that in certain circumstances, such as discovery related to legal proceedings, Smartlox may be required by law or court order to release Product Data and/or Personal Information relating to End Users.

5.4 **Customer's Compliance**. Customer must comply with any workplace surveillance, privacy or other laws in the jurisdiction/s where Customer or End Users use the Products which regulate the use of the Products, or the collection or use of Personal Information relating to End Users. Customer will ensure that End Users give informed consent (which may be pursuant to Customer's pre-existing workplace safety or operating policies) for Customer (and Smartlox) to: use the Products to monitor End Users; collect, use and disclose Product Data and Personal Information, provide the Services and otherwise perform this Contract.

5.5 **Smartlox Compliance.** Smartlox must comply with any privacy laws in the jurisdiction/s where they provide Services to the Customer which regulate the collection, use or disclosure of Personal Information relating to End Users.

6. Force Majeure

6.1. Neither party will be liable for any failure to perform, or delay in performing, an obligation under this contract (except an obligation to pay money) if the failure or delay arose from an unforeseen cause

beyond its reasonable control (**Force Majeure Event**)

6.2. The Affected Party must give the other party written notice of the nature and extent of the Force Majeure Event as soon as practical after becoming aware of it and must take all reasonable steps to promptly mitigate the consequences of the failure or the duration of the delay. If the Force Majeure Event continues for a continuous period of two months or more, either party may terminate this contract by giving two weeks' written notice to the other party.

7. Warranty & Liability

7.1. **Warranties. Hardware Warranty.** Smartlox warrants that for a period of 24 months from delivery (the "Hardware Warranty Period"), it will be free from all defects in materials or workmanship, be free from all design defects, and conform in all ways with the requirements of the Contract, including the specifications and any minimum availability level requirements. Exceptions. This warranty does not apply to a specific item of Hardware if the only reason that item fails to conform to the requirements of the Contract is because (1) the Buyer is negligent or does not use the Hardware in accordance with the Specifications, or (2) a person other than the Supplier, a subcontractor, or a person approved by either of them modifies the Hardware or attaches equipment to the Hardware that was not designed or approved for use with the Hardware by the Supplier, a subcontractor, or the manufacturer of the Hardware

7.2. To initiate a warranty service, you must call Smartlox or email our Customer Service Department at support@Smartlox.com.au

7.3. Disclaimer. Customer (for itself and on behalf of each End User) acknowledges that: (a) While the Products and Services are intended to help contribute to safer operation, Smartlox does not guarantee that all high risk or other events will be prevented as a result of using the Products or Services; (b) Smartlox does not warrant that the Product or Software will perform error free or uninterrupted or that the Product or Services will prevent all possible events; (c) Even with the Product installed and operating correctly, Customer and End User retain the responsibility for safely operating their assets and equipment.

7.4. Smartlox shall not be liable in any respect to customer, end user or staff in customer or end user's premise for any property damage, personal or bodily injury, death, or other damages arising out of, pertaining to, or resulting in any way from, the use or possession of the product or the provision of the services.

7.5. Sole remedy. The Product Warranty and the Service Warranty are the only warranties given by Smartlox, and constitute Smartlox's sole liability and Customer's (and End User's) sole remedy regarding any claimed defect in the Products, Smartlox Materials or Services. To the fullest extent allowed by law, Smartlox excludes all other warranties, express, implied or statutory including fitness for purpose. If this contract is subject to laws which do not allow Smartlox to exclude implied warranties, any implied warranties are limited in duration to the Warranty Period. To the fullest extent permitted by law, the liability of Smartlox for a breach of this contract is limited at Smartlox's option to: (a) In the case of goods: repairing or replacing the goods or paying the cost of supplying equivalent goods; (b) In the case of services: providing the services again or paying the cost of supplying equivalent services.

7.6. No Indirect Losses. In no event shall Smartlox be liable for any plant-down-time, lost profit or product, increased cost of production, loss of customer goodwill or good standing or delay in operation, lost opportunity or any special, punitive, economic, indirect, or consequential loss or damage, however caused and under any theory of

liability, whether based in contract, tort (including negligence), or otherwise.

7.7. Our aim is to make the Services highly reliable and available; however, they may not be available all of the time. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond Smartlox's control, including without limitation, customers Wi-Fi and mobile network failures and coverage limitations, service provider uptime, and acts of God. Further, our Services rely on or interoperate with several third-party cloud-based products and services. These third-party products and services are beyond Smartlox's control, but their operation may impact or be impacted by the use and reliability of our Services. Smartlox utilises third-party providers who maintain a 99.9% uptime SLA of their services, however there may be unforeseen reasons why these do not operate all of the time. Smartlox is not responsible for damages and losses due to the operation of these third-party products and services. You acknowledge these limitations and agree that while Smartlox is not responsible for any damages allegedly caused by these outages, Smartlox will make its best efforts to ensure there is no impact to the customer.

7.8. Customer expressly understands and agree that:

7.8.1. any material downloaded or otherwise obtained through the use of the sites or services is done at your own discretion and risk and that you will be solely responsible for any resulting damage.

7.8.2. No advice or information, whether oral or written, obtained by you from Smartlox or through or from the sites shall create any warranty not expressly stated in terms or otherwise applicable pursuant to your purchase of Smartlox products or services.

7.8.3. Smartlox is not liable for any service or product warranties not expressly set forth on the sites or in this article.

7.9. **Limitation period**. Any action by Customer against Smartlox in relation to the supply of Products or Services must be commenced within twelve (12) months after the cause of action has accrued.

8. Indemnification

8.1. Customer agrees to indemnify, defend, release and hold Smartlox and its officers, directors, suppliers, service providers, co-branders or other partners, agents and employees, and those of its affiliates, harmless from any and all claims, demand, damages, fees and costs of any nature, including reasonable fees of attorneys and other professionals, due to or arising out of anything you submit, transmit through or upload to the Sites or in the course of using any Service or your violation of these Terms or any other terms and conditions governing your relationship with Smartlox, or your violation of any law or your breach of any contract with any party, or your failure to pay any fees, including the License Fees, or other amounts due hereunder, or to pay any taxes, etc., as specified, or cyber security breaches caused, in whole or in part, by any act or omission by you, or your act or omission constituting negligence or other tort. In the event you provide registration or other information that is untrue, inaccurate, fraudulent or out of date, you agree to indemnify Smartlox for and hold it harmless from and against any and all liability, damages, loss or expense (including reasonable fees of attorneys and other professionals) it may incur, including but not limited to loss of business profits, taxes, penalties or sanctions, interest, fees, costs and expenses of any nature arising from or related to any claim, demand, action or proceeding alleged or initiated against Smartlox by any third party based upon such information. These defence and indemnification obligations will survive these Terms and your use of the Sites, Products, or any Service.

9. Orders and Delivery

9.1. Customer agrees that your Order is an offer to buy, under these Terms, all Products and the license to the Services listed in your Order. For the avoidance of doubt, the Services and any use of the Sites are licensed, not sold, to Buyer for use strictly in accordance with the Terms of this Agreement.

9.2. Unless otherwise agreed in writing by the parties, Smartlox will arrange for shipment of the Products to the customer at the Delivery Point specified in the Customer Order using our standard methods for packaging and shipping such Products. Delivery of the Products shall be made FOB Shipping Point. Customer will pay all shipping and handling charges specified during the ordering process.

10. Insurance

10.1. During the Term and for a period of one (1) year thereafter, Smartlox shall maintain, and carry in full force and effect public and products liability (including product liability) in a sum no less than AUD$20,000,000, professional indemnity liability in a sum no less than AUD$1,000,000 (both per occurrence and in the aggregate), and cyber liability in the sum no less than AUD$1,000,000 (in the aggregate) with financially sound and reputable insurers.