

**END USER INFORMATION & CODE RELEASE AGREEMENT**

The purpose of this form is to allow the End User to authorize dormakaba to release both BEST® non-patented and patented codes previously created by dormakaba, or its predecessor, Stanley Black & Decker to either the End User, Authorized Distributor or both. This form also allows the End User to authorize dormakaba to release previous purchase history.

THIS END USER INFORMATION & CODE RELEASE AGREEMENT (“Agreement”), is made by and between dormakaba USA Inc., an Indiana corporation having its principal office at 6161 E. 75<sup>th</sup> Street, Indianapolis, IN (herein “dormakaba”) and the End User identified below (herein “End User”):

End User Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Address \_\_\_\_\_

Company  
\_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Last Known Account Number \_\_\_\_\_

Previous Company Name(s) \_\_\_\_\_

Doing Business As Company Name(s) \_\_\_\_\_

WHEREAS, End User has previously purchased goods and services from dormakaba (or its predecessor in interest, Stanley Black & Decker) and, as such, dormakaba has custody of certain information of End User related to those purchases, including but not limited to, information regarding End User’s product purchase history and keyways (the “Purchase History”) and information related to the creation and/or maintenance of a masterkey system, which may include the creation, retention and extension of both BEST® non-patented and patented masterkey codes, (the “Masterkey Codes”), as a service to End User (the “Masterkey Service”); and

WHEREAS, End User desires to assume all responsibility for Masterkey Service and/or transition responsibility for Masterkey Services to a dormakaba authorized distributor(s) located within the End User’s territory (the “Distributor”); and

WHEREAS, the parties acknowledge and agree that, upon dormakaba’s delivery of the Purchase History and BEST® Masterkey Codes to End User and/or its distributor who is authorized by dormakaba to sell dormakaba BEST® products and services and who has access to such Masterkey Codes (the “Authorized Distributor”), dormakaba will have no further obligation to provide Masterkey Service to End User; and

NOW THEREFORE, in consideration of the mutual promises and covenants herein and other good and valuable consideration, the parties agree as follows:

**RELEASE OF MASTERKEY CODES**

1. Promptly upon execution of this Agreement, dormakaba shall deliver a copy of the Masterkey Codes to End User and/or End User’s designee, as identified below. dormakaba shall retain a copy of the Masterkey Codes and/or other records related to the Masterkey System for the sole purpose of providing End User with duplicate copies of said codes at its request. End User consents to receive copies of the Masterkey Codes via the method selected below:

End User

traceable mail service (UPS/FED EX/etc.) to the following address:

End User Name: \_\_\_\_\_

End User Address: \_\_\_\_\_

c/o \_\_\_\_\_

electronically via the following email address: \_\_\_\_\_

Authorized Distributor

traceable mail service (UPS/FED EX/etc.) to the following address:

Distributor Name: \_\_\_\_\_

Distributor Address: \_\_\_\_\_

c/o \_\_\_\_\_

electronically via the following email address: \_\_\_\_\_

2. End User consents and authorizes dormakaba to provide Purchase History information to End User’s designated Authorized Distributor above:

Authorize

Decline

3. By providing its consent to provide an Authorized Distributor with access to its Masterkey Codes, End User acknowledges and agrees that the Authorized Distributor may receive copies from dormakaba either via mail service or electronically as selected above as well as via the BESTCode online masterkey code management tool. End User also acknowledges and agrees that the dormakaba BEST® Masterkey Code and Masterkey Service Policy shall apply to this agreement.

4. Notwithstanding any contractual agreement to the contrary, upon delivery of the Masterkey Codes to End User (pursuant to Article 1 of this Agreement), dormakaba is hereby released from any and all obligation (whether pursuant to contract, common law or otherwise) to provide Masterkey Services to the End User. This release includes an affirmative waiver and release of any and all obligation of dormakaba to indemnify, hold harmless or defend End User against any claim, demand, cause of action, damage, cost (including, but not limited to attorneys’ fees, court costs, and expert witness fees) and/or suit arising from, or connected with, the use of the Masterkey System or Masterkey Codes by End User, its affiliates, officers, directors, employees, designee or other agents or their respective failure to conform to any statute, ordinance or other regulation or requirement of any governmental authority

with respect to the Masterkey System (collectively, a "Claim"). Notwithstanding the foregoing, nothing contained herein shall release dormakaba from its gross negligence and/or willful misconduct pertaining to the misuse or misappropriation of Masterkey Codes while in dormakaba's possession.

5. End User acknowledges and agrees that the following terms shall apply to dormakaba BEST® Patented Masterkey Codes:
  - a. End User is limited to transitioning the Masterkey Service of a dormakaba BEST® Patented Masterkey System solely to an Authorized Distributor who is authorized by dormakaba to have access to dormakaba BEST® Patented Masterkey Codes, un-combinated cores and key blanks; and
  - b. End User acknowledges and agrees that while this document allows the End User to select an Authorized Distributor to receive both its BEST® non-patented and patented codes, the End User must still provide a dormakaba BEST® Patented Masterkey System Security Authorization Form to dormakaba and/or an Authorized Distributor to designate representatives who are authorized to place an order for dormakaba BEST® patented cores and keys.
6. The individual signing on behalf of a party has all necessary legal authority (granted, by corporate resolution or equivalent process) to enter into and bind that party to this agreement.
7. End User and dormakaba agree that all the terms of this Agreement shall be in all respects interpreted and construed in accordance with and governed by the State of Indiana and any action brought with respect to this Agreement shall be brought in the state or federal courts in Marion County, Indiana without regard for conflict of laws.

IN WITNESS WHEREOF, dormakaba and End User acknowledge they have read and understand this Agreement and have knowingly executed this Agreement consisting of three pages, in duplicate originals, as of the date dormakaba signs this Agreement.

dormakaba USA, Inc.

\_\_\_\_\_ (End User)

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_