

END USER INFORMATION & CODE RELEASE AGREEMENT

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

THIS END USER INFORMATION & CODE RELEASE AGREEMENT (“Agreement”), is made by and between Stanley Security Solutions, Inc., an Indiana corporation having its principal office at 6161 E. 75th Street, Indianapolis, IN (herein “Stanley”) 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 Stanley and, as such, Stanley 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 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 Stanley authorized distributor(s) located within the End User’s territory (the “Distributor”); and

WHEREAS, the parties acknowledge and agree that, upon Stanley’s delivery of the Purchase History and Masterkey Codes to End User and/or its distributor who is authorized by Stanley to sell Stanley products and services and who has access to such Masterkey Codes (the “Authorized Distributor”), Stanley 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, Stanley shall deliver a copy of the Masterkey Codes to End User and/or End User's designee, as identified below. Stanley 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 Stanley 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 Stanley either via mail service or electronically as selected above as well as via the Stanley Automated Integrated Masterkey System (AIMS) web tool. End User also acknowledges and agrees that the Stanley 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), Stanley 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 Stanley 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 Stanley from its gross negligence and/or willful misconduct pertaining to the misuse or misappropriation of Masterkey Codes while in Stanley's possession.

5. End User acknowledges and agrees that the following terms shall apply to Stanley Patented Masterkey Codes:
 - a. End User is limited to transitioning the Masterkey Service of a Stanley Patented Masterkey System solely to an Authorized Distributor who is authorized by Stanley to have access to Stanley 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 non-patented and patented codes, the End User must still provide a Stanley Patented Masterkey System Security Authorization Form to Stanley and/or an Authorized Distributor to designate representatives who are authorized to place an order for Stanley 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 Stanley agree that all the terms of this Agreement shall be in all respects interpreted and construed in accordance with and governed by the laws of 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 in the State of Indiana without regard for conflict of laws.

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

Stanley Security Solutions, Inc.

_____ (End User)

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____