# Salto Space | Software License Agreement

## Salto Space Software License Agreement

### 1. DEFINED TERMS

For the purposes of this Agreement:

- "Affiliates" means any of the affiliates of the Licensor from time to time.
- "Agreement" means, jointly, this software license agreement in the form of general terms and conditions, as amended, supplemented or restated from time to time pursuant to the terms hereof, and the Instructions.
- "Authorized Distributors" means either an Affiliate or the Licensor's authorized partners, dealers and distributors.
- **"Data Processing Agreement"** or "DPA" means the agreement regulating the relation between the Licensor and the Licensee regarding data protection where the Licensor acts as processor or sub-processor to the Licensee.
- "Download Tickets" has the meaning attributed to this term in clause 3.
- "Hardware" means the access-control system hardware developed by Salto or by any other Salto Group entity, as well as third-party hardware integrated with Salto's systems that may be used in connection with the Software, which has been previously acquired by the Licensee.
- "Instructions" means the instructions received by the Licensee from the Licensor or an Authorized Distributor, either by email, in hand or otherwise, regarding the download and installation of the Software.
- "License" has the meaning attributed to this term in clause 3.
- "Licensee" means the legal entity accepting the Agreement.
- "Licensor" or "Salto" means Salto Systems, S.L. a Spanish company, with corporate registered address located at C/ Arkotz 9, Polígono Lanbarren, 20180 Oiartzun (Gipuzkoa-Spain) and tax identification number B-20.708.517, which is duly registered in the Commercial Registry of Gipuzkoa, at volume 1850, sheet 101, page DD-18081.
- "Location" means the Licensee's premises where the Hardware is installed.
- "Salto Group" means Salto and all its Affiliates from time to time.
- "Software" means the access control software named Salto ProAccess Space, together with all its components, underlying source codes and the documentation or materials delivered or made available to the Licensee in connection thereto, as well as any upgrades, updates, developments or add-ons related or linked to the Software. The type of subscription of the Software and applicable add-ons contracted by the Licensee shall be those detailed in the Software's specifications included in the "Salto Software Area" or any equivalent area of Salto's commercial website or in the "About" section of the Software.
- "Software Technical Requirements" has the meaning attributed to this term in clause 7.
- "Systems" has the meaning attributed to this term in clause 7.1.
- The term "use" means downloading, installing, accessing and employing the Software as permitted under this Agreement.

Other capitalized terms of the Agreement shall have the meaning attributed to such terms in the definition contained throughout the Agreement.

## 2. DOWNLOAD, ACCEPTANCE AND PREVALENCE OF THE AGREEMENT

2.1 Download

In order to correctly download the Software, the Licensee must follow the Instructions provided for this purpose.

2.2 Acceptance

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The only permitted use of the Software is described in section 3 above. The Licensee shall restrict the access to the Software to those employees or contractors of the Licensee which, due to their duties and offices, are in

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- Use the Software together with other computer programs that may affect the proper functioning of it or otherwise use the Software in any way that causes, or may cause, damage to the Software or impairment of the availability or accessibility of it;
- Use the Software in a way that could be detrimental to the Licensor, its Affiliates or Authorized Distributors;
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The Software is an on-premise software that requires its installation in Licensee's compatible computing systems (the "Systems") which must comply with the necessary minimum specifications set out in the Instructions (the "Software Technical Requirements"). It is the Licensee's sole responsibility that the System complies with said requirements. The Licensor disclaims any liability for any incidence or malfunction of the Software that may arise as a consequence of the Systems or the integration of the Software thereto. The Licensee acknowledges and accepts that some of the features of the Software may not be fully operational due to the characteristics of the Systems.

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## 11. LIABILITY

11.1 Liability of the Licensor

The Licensor shall be liable towards the Licensee for the damages and losses caused as a direct and necessary consequence of a material breach of the obligations assumed by the Licensor under this Agreement in the following terms:

- The Licensor's total maximum aggregate liability towards the Licensee shall be equal to the MSRP (manufacturer's suggested retail price) indicated in the Licensor's price list applicable at the time of the damages, corresponding to the geographic area where the Licensee is located, save for in case of fraud (*dolo*) or willful misconduct (*culpa grave*).
- The Licensor shall not be liable towards the Licensee in cases where the claims of third parties are caused by errors made by the Licensee, the integrator or any third persons or attributable to its Systems.
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- In no case will the Licensor be liable for indirect, incidental, exemplary, punitive, consequential or special damages (including, among others, loss of profits, business interruption or loss of business information), whatever their nature or origin, arising out of or in connection with this Agreement, even if the Licensor has been advised of the possibility of such damages or could reasonably have foreseen the possibility of such damages.

11.2 Liability of the Licensee

The Licensee shall be liable towards the Licensor for the damages and losses (including loss of profits) caused as a direct and necessary consequence of a material breach of the obligations assumed by the Licensee or any of its directors, managers, employees, advisors or contractors under this Agreement without any limitation whatsoever.

## 12. TERM AND TERMINATION

12.1 Term

This Agreement, and therefore the License granted hereunder, enters into force upon the acceptance by the Licensee of the terms and conditions of this Agreement pursuant to section 2 above and shall remain in force indefinitely provided that all the conditions under section 5 above are met.

Nevertheless and without prejudice to other termination rights available for the parties under the applicable legislation, any party may terminate this Agreement at any time upon a material breach by the other Party of any of the provisions of this Agreement without such breach being remedied (to the extent remediable) within fifteen (15) calendar days.

12.2 Consequences of termination

Upon termination of the Agreement for any reason: (i) the License shall be deemed automatically cancelled and the Licensee shall loss any and all rights in connection with the Software; (ii) the Licensee shall immediately cease to use the Software; and (iii) the Licensee shall within three (3) calendar days after termination uninstall the Software and destroy all the information related thereto. The Licensor may require the Licensee to certify in writing the compliance with the foregoing obligations.

The Licensor reserves the right of blocking the Software of adopting other technical measures to make the Software unusable for the Licensee. The Licensee expressly waives any actions or claims towards the Licensor for the damages or prejudices that such actions may cause to the Licensee.

The provisions of the Agreement which by their terms or nature survive termination, will survive any termination of the Agreement.

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Notwithstanding the foregoing, the Licensor reserves the right to temporarily suspend the access or functioning of the Software when:

. The Licensee is in breach of any of its obligations under this Agreement.

. The Licensee is in breach of any of its obligations under the supply or purchase contract by virtue of which acquired the Hardware and/or Software to the Licensor or to any of its Authorized Distributors.

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. Technical difficulties exist that, at Licensor's criteria, may reduce the security measures for the proper functioning or protection of the Software.

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The Licensee shall benefit from the support services related to the Software in accordance with the terms and conditions that may agree with the Licensor, its Affiliates or any of its Authorized Distributors.

## 14. AUDIT

The Licensor reserves the right to carry out, either directly or through the advisors it considers fit, an audit on the performance by the Licensee of the provisions of this Agreement.

The Licensee shall allow access to the Licensor and/or its advisors to the Location and the Systems, provide all the information required for the purposes of the audit and, in general, cooperate in good faith with the Licensor and/or its advisors.

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The Software constitutes valuable, sensitive and confidential business information and intellectual property of the Licensor.

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The Licensee shall be jointly and severally liable for any breach of this confidentiality obligation by any of its directors, managers, employees or contractors.

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The Licensee may not license, sublicense, loan, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to third parties the Software and/or its contractual position, rights or obligations under this Agreement; nor permit the use of the Software by third parties, without having obtained the prior written consent of the Licensor.

As an exception to the above:

- The Licensor is entitled to assign the rights and obligations deriving from the Agreement to any company of its group (within the meaning of article 42 of the Spanish Commercial Code) without requiring the consent of the Licensee.
- In case the Licensee transfers the property of the Location, the Licensee and the new owner of the Location may request to the Licensor to assign the rights and obligations deriving from the Agreement, including the License, to the new owner by means of a joint communication. Where appropriate, the Licensor may request supporting documentation about the Location property transfer.

## 17. AMENDMENT

The Licensor reserves the right to amend, totally or partially, this Agreement, as well as the right to add new terms and policies complementing the same. The version in force of this Agreement from time to time can be found at [the Software settings].

Notwithstanding the above, no amendment of this Agreement will be binding to the Licensee unless accepted pursuant the provisions set forth in section 2 and 6 above.

## 18. LANGUAGE

The official language of this Agreement is English. In case of any discrepancy between the English version and any other version the Agreement could be translated to (for the exclusive purposes of facilitating the Licensee's understanding), the content of the English version shall prevail.

## 19. PARTIAL INVALIDITY

Any finding by a court or administrative body that one or more clauses of the Agreement are unlawful, null and void, invalid or unenforceable in whole or in part shall not render unlawful, null and void, invalid or unenforceable

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## 20. PERSONAL DATA

20.1 Processing by the Licensor

For the use of the Software, the individual representing the Licensee shall provide the Licensor with some personal data. For further information, including exercise of the rights of the individual representing the Licensee, the Licensee could see the Privacy Policy of the Licensor.

The Licensor shall not access nor otherwise process Licensee's personal data, unless (i) specifically requested by the Licensee for receiving certain technical support services or (ii) the Licensee is using the optional facial recognition functionality for access control. Only in such event, the Licensor shall process Licensee's personal data as Processor or sub-processor (as these terms are defined in the DPA). In this regard, the obligations of each Party deriving from such processing of Personal Data shall be governed by the Data Processing Agreement applicable from time to time. The Data Processing Agreement may be modified in accordance with the procedure set forth in provision 2 of the DPA and section 17 of this Agreement.

20.2 Processing by the Licensor

In addition, the use of the Software shall also eventually involve the processing by the Licensee of personal data owned as controller or, in some situations, as data processor. The Licensee is responsible for processing such data in compliance with the applicable data protection law.

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