

# Salto Space | Lisensavtale for programvare

## Lisensavtale for Salto Space-programvare

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- › “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.

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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;
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### 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:

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## 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.

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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:

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- . The Licensee is in breach of any other agreement, including, among others, support services agreements, executed with the Licensor, any of its Authorized Distributors, or any entity of the Salto Group.
- . 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 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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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 the other clauses or the remaining parts thereof, which shall remain fully valid wherever applicable, all of the foregoing provided that the clauses or part thereof found to be unlawful, null and void, invalid or unenforceable are not essential. The clauses or parts thereof found to be unlawful, null and void, invalid or unenforceable shall be deemed to have been removed from the Agreement or not applicable in that circumstance, as the case may be, and it shall be replaced by a new clause or interpreted in a manner that is acceptable in law, whose contents is as similar as possible to the clause that the Licensor would have included had it known about the lack of validity or effect of this clause.

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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



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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.

It will be the Licensee's sole responsibility, to have previously informed the data subjects of how their personal data will be processed by the Licensee and its processors and, to ensure that the Licensee has a legitimate legal basis to carry out such data processing.

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