

SALTO Space | Điều khoản & điều kiện chung

SALTO Space Điều khoản & điều kiện chung

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.
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- › “**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.
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- › “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

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2.2 Acceptance

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4. PERMITTED AND RESTRICTED USES

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 charge of

the management of the supervision of the access-control systems of the Location.

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- › Use the Software to interface or interact with hardware other than the Hardware or with systems that are not integrated with the Software;
- › 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 Licensee shall be solely responsible for adopting appropriate security measures to protect the Software at the Location. The Licensor shall in no event be liable for the adequacy of such measures and the impact they may have on the Software. In any case, the Licensee shall immediately notify the Licensor of any security incidents relating to the Software of which it may become aware and keep the Licensor harmless of any damages or prejudices arising therefrom.

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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.
- The Licensor shall not be liable towards the Licensee in case of force majeure or fortuitous events.
- The Licensor assumes no liability whatsoever in connection with the integration of the Software with third parties' hardware or systems.
- 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 lose 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.

12.3 Suspension

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.
- . 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.

13. SUPPORT SERVICES

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.

15. CONFIDENTIALITY

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

The Licensee hereby undertakes to take such actions as may be necessary or desirable to preserve the strictest confidentiality of all and any data or information related to the Software. The same duty shall apply to all and any

information of the Licensor, its activity or business to which the Licensee may have had access from time to time.

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

16. ASSIGNMENT

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 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.

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.

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.

The use of determined add-ons of the Software (among others, Mobile users module and Mobile Guest Keys add-ons) may entail the transfer of personal data between the Licensee and the Licensor. In this event, both parties shall inform the data subjects of the transfer and ensure the lawfulness of the processing pursuant data protection regulations, in particular, Regulation (EU) 2016/679 (General Data Protection Regulation).

21. GOVERNING LAW AND JURISDICTION

This Agreement and any claim arising out or relating to this Agreement or its subject matter shall be governed by and construed under the laws of Spain. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement.

The Licensor and the Licensee expressly waive any other jurisdiction to which they may be legally entitled, and expressly submit the resolution of any disputes or claims arising over the interpretation or performance of this Agreement, including those relating to any non-contractual obligations arising from or related to them, to the jurisdiction of the courts and tribunals of Donostia-San Sebastián (Gipuzkoa-Spain).

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