Business Tools

Particular Conditions for Partner Portal, Service Web Sites, Tools and Web Applications

PARTICULAR CONDITIONS FOR PARTNER PORTAL, SERVICE WEB SITES, TOOLS AND WEB APPLICATIONS

Read these Particular Conditions carefully before accepting them for registering and accessing into the corresponding Private Website. By clicking on the box “I accept”or any equivalent box, You fully and irrevocably accept these Particular Conditions, including, without limitation, any limitations of liability set forth herein. Please note that you are entering into these Particulars Conditions on behalf of yourself (as User) and well as on behalf of the Partner that you represent. If you are entering into them on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these Particular Conditions, if you do not have such authority, or if you do not agree with it, you must not accept and you must refrain from registering in any Private Website.

1. PURPOSE AND APPLICABILITY

1.1. These particular conditions present the additional terms of use (the“Particular Conditions”) that regulate the use of (including the mere access to) the restricted-access websites belonging to Salto Systems, S.L. or its Group Entities (“Salto”) that are made available only to authorized users ofSalto’s Partners (the “Business Tools”). For clarification purposes, the Business Tools include, among other: private portals , service websites, tools and web applications made available for partners.

1.2. These Particular Conditions applying to the Business Tools supplement theWebsite Terms of Use as updated from time to time between Salto and the Users of the Website with regards to the access and use ofSalto’s Website. All capitalized terms not otherwise defined in these Particular Conditions shall have the meanings ascribed to them in the Terms of Use.

1.3. The Business Tools are intended only for professionals and entities that have a partnership or a business relationship with Salto (the “Partners”). Therefore, the users who wish to gain access to the Business Tools must request it by completing the registration form. In the event that Salto authorizes your registration request, you will be granted access permission to the Business Tools and the condition of Partner for the purposes of these Particular Conditions.

Your acceptance of these Particular Conditions and your registration in any of the Business Tools involves your full and unreserved acceptance of all the terms and conditions of these Particular Conditions on behalf of yourself (as the User) as well as on behalf of the Partner you represent. The User and the Partner shall be jointly and indistinctly referred as “You”in these Particular Conditions.

2. INTELLECTUAL AND INDUSTRIAL PROPERTY

2.1. All content of the Business Tools, which is understood to include but not be limited to text, photographs,

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graphics, images, icons, technology, software, links and other audiovisual or audio content, as well as their graphic design and source codes (the “Content”), is the intellectual or industrial property ofSalto, of its Group Entities or of third parties.

2.2. You are exclusively authorized to:

· View the Contents of the Business Tools;

· Download and use the Content of the Business Tools to the extent strictly required for the purposes of executing the obligations assumed by the Partner in relation to the partnership or the commercial relationship the Partner has with Salto - i.e. to engage in the promotion and resale ofSalto’s products and solutions in the market following the agreed terms and restrictions (the “Purpose”).

In no case, industrial or intellectual property rights (including exploitation rights recognized by the intellectual property legislation in force) can be deemed to have been granted or licensed to You except for such Content as is strictly necessary for Purpose.

2.3. You are strictly prohibited from engaging in the reproduction, transformation, distribution, public communication, publication, extraction, reuse, forwarding or use of any nature, by any means or procedure, of any Content or element of the Business Tools, except as expressly authorized by Salto in writing or otherwise authorized in these Particular Conditions herein.

2.4. You must refrain from obtaining or attempting to obtain the Content by any means or procedures other than those which have been made available to them or indicated for such purpose or which are commonly used on the Internet (provided that the latter does not imply a risk of harming or disabling the Website). You must at all times respect all the intellectual and industrial property rights existing over the Business Tools.

2.5. The trademarks, trade names or distinctive signs are the property ofSalto, of Group Entities or third parties, and access to the Business Tools cannot be deemed to attribute any right to such trademarks, trade names and/or distinctive signs.

Notwithstanding the above, Salto authorizes Your use of the trademarks, trade names or distinctive signs, whether owned by Salto or Group Entities strictly limited to the execution of the Purpose. You undertake to strictly comply with the guidelines and instructions given by Salto regarding the use of the trademarks, brand names and any other logo held by Salto and to cease to use them in the event of termination of its business relationship withSalto. You shall not use the trademarks, the brand name or any other logo held by Salto in a manner, which negatively affects the prestige or image of the name Salto.

2.6. Also, it is prohibited to remove or manipulate the indications of copyright or other credits that identify the owners of rights of the Content, as well as any protection mechanism or information incorporated into the Content.

3. CONFIDENTIALITY

3.1. Confidential Information

You acknowledge that the Content in the Business Tools is of a confidential nature and that such confidential Content is made available to you due to Your consideration as a Partner (the “Confidential Information”). The

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Confidential Information may include, without limitation, technical information about Salto's products and services, catalogs and pricing of Salto's products and services, training courses and e-learning material, or any other information of technical or commercial nature which is made available in the Business Tools, whether marked or not as confidential, which may be reasonably deemed as confidential. Equally, it will also be considered as Confidential Information any analysis, compilation, summary, extracts, study or any other document prepared, used or created based on or which contains or reflects the above-mentioned information.

The term Confidential Information shall not include any information which:(i) is at the time it is delivered or disclosed, or later becomes, generally available and part of the public domain (except as a result of a disclosure that entails a breach of discloser's confidentiality undertakings); (ii) it can be evidenced was already known by You, provided that the information was obtained from lawful sources of information other than from Salto; or (iii) is expressly designated as non-confidential by Salto.

3.2. Confidentiality obligation

You undertake and agree not to use the Confidential Information for other than for the Purposes and, in particular, undertakes:

- not to disclose to any third party other than those mentioned in paragraph (ii) below, the Confidential Information;
- to restrict access to the Confidential Information to those of employees of the Partner who strictly need to know the Confidential Information for the Purpose;
- to inform each and every person to whom the Confidential Information may be disclosed following these Particular Conditions of the restrictions regarding its use and disclosure, and to obtain an undertaking from these persons to observe those restrictions;
- not to use the Confidential Information for purposes other than the Purpose;
- to adopt all reasonable security measures in order to preserve the secret nature of the Confidential Information and in order to prevent any unauthorized individual or entity from having access to the same;
- to inform Salto of any unauthorized use of the Confidential Information that may have come to its attention by any means;
- not to perform any reverse engineering;

You undertake full liability towards Salto for its employees fulfilling the obligations established herein in their entirety, and You undertake to carry out all such measures as may be required to ensure that they comply with the confidentiality undertakings given under these Particular Conditions.

The acceptance of these Particular Conditions does not involve the obligation of Salto to provide any kind of Confidential Information.

3.3. Disclosure to public authorities

Notwithstanding clause 3.2 above, the obligation not to disclose the Confidential Information to third parties shall not apply where disclosure of the information is required under the terms and for the purposes envisaged in a provision of law, or where it is disclosed as a result of a formal request from a court or public authority and the failure to comply with that provision or request from the courts or public authority may result in the imposition of

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penalties of any kind.

In such cases, and where legally possible, You shall notifySalto, in writing and with the shortest possible delay, of the need for disclosure, so that Salto can take all of the steps to which it is entitled by law to protect the Confidential Information, and apply for the appropriate legal measures to this end. You undertake to cooperate with Salto to achieve such protection and determine which part of the Confidential Information it is strictly necessary to disclose.

3.4. Return and/or destruction of the Confidential Information

At any moment upon request ofSalto, You undertake to, at Salto's election, immediately return and/or, insofar as is technically possible, destroy all of the Confidential Information (in any format) that it has accessed or it has prepared in relation to the examination of the Confidential Information and which is based on or reflects all or part of that Confidential Information. Notwithstanding the return or destruction of Confidential Information, You shall continue to be bound by the confidentiality obligations assumed under these Particular Conditions.

3.5. Term for the confidentiality obligation

The confidentiality obligations set forth herein shall remain in force for an indefinite term as long as the Confidential Information keeps its secret nature, a decision that, in any case, shall correspond to Salto.

4. QUOTING PROCESS

4.1. The Business Tools may make available to Users quoting related functionalities in order to ease the users to prepare quotations of Salto products for clients and potential clients ("Quoting Functionalities").

4.2. Users acknowledge that the information they enter when making use of the Quoting Functionalities may be visible for Salto, including information about the commercial offers. At this respect, before giving any third-party personal data to Salto, the Partner undertakes to have the convenient authorization, to obtain the required consent, where appropriate, and to appropriately inform them about the processing of their data. Salto will process this personal data in accordance with the Privacy Policy mentioned in clause 6.

4.3. The User acknowledges that the use of Quoting Functionalities does not condition the ability of the Partner to freely determine the resale prices of Salto products and services offered to third-parties. The pricing ofSalto products which may be visible by default when using the Quoting Functionalities shall be always understood as a manufacturer suggested retail price, and can be amended by the Partners following their own commercial criteria.

4.5. Salto does not assume any kind of liability in relation to the quotes and offers that have been prepared by the Partners and submitted to third-parties, which in no event shall be understood as binding for Salto.

4.6. Salto reserves the right to make any changes it deems appropriate in the Quoting Functionalities, including without any limitation purposes, changes in pricing and product references.

5. LIABILITY

5.1. The Business Tools and the Content are provided"as is", and all other representations, warranties, oral or written, express or implied arising from course of dealing, course of performance, usage of trade, quality of information, quiet enjoyment or otherwise (including implied warranties, terms or conditions of merchantability,

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satisfactory quality, fitness for a particular purpose, title, non-interference, or non-infringement) are, to the fullest extent permitted by applicable law, excluded from these Particular Conditions.

5.2. Under no circumstances shall Salto (or any of its affiliates, employees, directors or shareholders) be liable to You or any other person for indirect damages, including any of the foregoing losses or damages resulting from Your use of the Business Tools provided hereunder, or arising from any breach of these Particular Conditions, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise and whether or not foreseeable, even if Salto has been advised or was aware of the possibility of such loss or damages.

5.3. You accept its full liability, without any limitation whatsoever, for direct or indirect damages, including any losses or damages resulting from Your use of the Business Tools, or arising from any breach of these Particular Conditions (including, without limitation, any breach of Salto's intellectual and industrial property rights and aby breach of confidentiality undertakings).

5.4. You undertake to indemnify and hold fully harmless Salto against and from any and all allegations, demands, claims, liabilities, losses, damages, fines, penalties or costs of whatever nature (including reasonable attorney's fees and indirect and consequential damages) from any third party (including, without limitation, any entity or company belonging to the Partner's Group, their shareholders, employees and directors) as a consequence of, or in any way connected with its performance under these Particular Conditions.

6. PERSONAL DATA PROTECTION

You may consult information regarding personal data processing that Salto may carry out in the Privacy Policy or in the specific section that may be available in the corresponding Private Website.

7. ENTIRE TERMS AND AMENDMENTS

7.1. In the event of a contradiction between the provisions of these Particular Conditions and the Terms of Use, the provisions of the Particular Conditions shall apply.

7.2. All other provisions of the Terms of Use that have not been amended by virtue of the present Terms of Use shall continue in full force and effect.

7.3. Salto reserves the right to modify these Particular Conditions at any time. For these purposes, Salto will inform the Client by electronic means (such as by e-mail or through the Business Tools) about the significant modifications. The Partner shall have a period of fifteen (15) calendar days since the receipt of the referred notification to expressly reject such modifications in the manner set forth in Salto's notice. In the event that the aforesaid period has elapsed without Partner's express rejection, the modifications shall be deemed accepted by the Partner and therefore, fully applicable.

8. GOVERNING LAW AND JURISDICTION

8.1. These Particular Conditions are fully subject to Spanish legislation.

8.2. The Parties, with an express waiver of any other jurisdiction to which they may be entitled, agree to submit any dispute or claim arising over the interpretation or performance of the Particular Conditions to the jurisdiction of the

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courts and tribunals of the city of San Sebastián (Gipuzkoa -Spain).

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