

# SALTO SYSTEMS

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## ProAccess SPACE Software License



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### SALTO SYSTEMS

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# ProAccess SPACE Software License

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You acknowledge and agree that the Software and all documentation and other information related thereto or disclosed or delivered to you in relation to this Agreement ("Licensor's Information") represent Licensor's confidential and proprietary information. You agree to keep Licensor's Information confidential by exercising the necessary care required to prevent its disclosure. Notwithstanding the above, you will not disclose, divulge, distribute, publish, transmit or transfer Licensor's Information to any third party or use Licensor's Information for any purpose whatsoever other than as expressly authorized by this Agreement. Your obligations with respect to Licensor's Information deemed "trade secret" under applicable law shall remain in effect for as long as Licensor's Information remains a trade secret. Your obligations with respect to Licensor's Information that is not deemed to be a trade secret shall remain in effect for a period of three (3) years following your receipt of Licensor's Information.

### 4 | Support:

Licensor will make available the support services offered in accordance with its technical support policies.

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### 5 | Contractors:

Any third-party contractor you hire ("Contractor") shall have a non-exclusive, non-transferable, limited license to use the Software in accordance with terms of this Agreement solely on your behalf and for your benefit. Contractor shall be bound by the same confidentiality and licensing terms as provided herein. You shall be liable for any and all claims arising out of Contractor's use or misuse of the Software.

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### 6 | Warranty Disclaimer:

The Software is licensed to you on an "as is" basis and Licensor disclaims any and all warranties, whether express or implied, including, without limitation any warranties of merchantability, fitness for a particular purpose, and non-infringement. Without limiting the foregoing, you agree that Licensor and its officers, directors, agents, and employees, shall have no liability for errors or omissions in the output of the Software, such outputs including, without limitation, the quality or accuracy of any screen displays or reports, in the transmission and reception of such data, and in the processing of such data by the Software or other software.

## 7 | Limitation on Liability:

In no event will Licensor or its affiliates or their respective officers, directors, agents, and employees, be liable to you under this Agreement or otherwise, regardless of the form of claim or action, in an amount that exceeds the sum of the license fees paid for the Software licensed hereunder. In no event will Licensor or its affiliates or their respective officers, directors, agents, and employees, be liable to you for consequential, exemplary, incidental, special, or indirect damages or costs (including legal fees and expenses) or loss of goodwill or profit in connection with the supply, use or performance of or inability to use the Software or in connection with any claim arising from this Agreement, even if Licensor has been advised of the possibility of such damages or costs. No action arising out of this Agreement, regardless of form, may be brought by you or any other third party more than one (1) year after the date the cause of action has accrued. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so this paragraph may not apply to you.

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## 8 | Indemnification:

You agree to indemnify, defend, and hold harmless Licensor and its respective officers, directors, employees, agents, successors, representatives and assigns from any suits, losses, claims, demands, liabilities, costs and expenses (including attorney or accounting fees) sustained, incurred, or arising from your use or misuse of the Software.

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## 9 | Verification:

On the reasonable request of Licensor, you shall furnish Licensor with a statement signed by an officer of Licensee that the Software is being used pursuant to the terms and conditions of this Agreement. If Licensor has reason to believe that the Software is not being used in accordance with the terms and conditions of this Agreement, you shall permit Licensor to review your relevant records and inspect your facilities to ensure compliance with this Agreement. Licensor will give you at least ten (10) business days advanced notice of any such inspection and will conduct such inspection during normal business hours in a manner that does not unreasonably interfere with your business operations.

## 10 | Term and Termination

This Agreement shall be effective when accepted by you as provided above and shall continue in perpetuity unless terminated as set forth in this Agreement. Licensor reserves the right to terminate upon your material breach of this Agreement that is not cured within thirty (30) days of written notice of such breach. Licensor hereby reserves the right to terminate this license without notice at any time upon your breach of Section 1, Section 2, Section 3, or your failure to pay the invoiced amount. Upon termination of this Agreement for any reason, you shall immediately return the Software and any copies, together with all related documentation to Licensor, or, at Licensor's discretion, you shall permanently destroy all copies of the Software and any related documentation in your possession or control.

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## 11 | Injunctive Relief:

You acknowledge that remedies at law may be inadequate to provide Licensor with full compensation in the event of your material breach of the license or any confidentiality obligations contained herein or any intellectual property rights of Licensor, and that Licensor shall therefore be entitled to seek injunctive relief in the event of any such material breach.

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## 12 | Salto Software updates.

Licensor will offer, to the licensee, the possibility to download through the web site; [www.saltosystems.com](http://www.saltosystems.com), property of Salto Systems, Salto software updates. Salto keeps the right to make this service payable. The licensee is free to reject the above mentioned update. If the program is an update of a precedent version of the Salto Software, the licensee must be the owner of a previous and valid license to be on the right to download, run and use this update. All the updates will be provided following a exchange license system. The licensee compromises to renounce to the right to use a previous version of the software once he has downloaded and installed the new update.

**13 | Governing Law:**

This Agreement shall be construed and governed in accordance with the laws of Spain, without regard to its rules regarding conflicts of law. The United Nations Convention on the International Sale of Goods shall not apply to this Agreement.

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**14 | Jurisdiction**

You agree, waiving any forum of your own, hereto agree to submit to the exclusive jurisdiction of the Courts of San Sebastian (Spain) any dispute or claim that may arise related to the interpretation or performance of this Agreement, including the ones referred to non-contractual obligations that may arise or may be related to the same.

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**15 | Waiver / Severability:**

The failure of Licensor to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is for any reason held unenforceable or invalid then this Agreement shall be construed as if such provision were not contained in this Agreement.

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**16 | Assignment:**

You cannot assign, sublicense, or transfer this Agreement without the prior written consent of Licensor. Any attempt by you to sublicense, assign or transfer any rights, duties, or obligations hereunder is null and void.

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**17 | Entire Agreement / Modifications.**

This Agreement comprises the entire agreement between you and Licensor, and supersedes any other agreement or discussion, oral or written, with respect to the subject matter of this Agreement, and may not be changed except by a written signed agreement between the parties.