



# **SALTO SYSTEMS**

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## **SALTO KS**

### **General Terms & Conditions**

# SALTO KS

## General Terms & Conditions

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IMPORTANT: READ THESE GENERAL CONDITIONS CAREFULLY BEFORE ACCEPTING THEM AND USING THE SERVICES.

BY ACCEPTING THIS AGREEMENT THROUGH CLICKING ON THE BOX "I ACCEPT" OR ANY EQUIVALENT BOX, YOU FULLY AND IRREVOCABLY ACCEPT THESE GENERAL CONDITIONS, INCLUDING, WITHOUT LIMITATION, ANY LIMITATIONS OF LIABILITY SET FORTH HEREIN.

IF YOU ARE ENTERING INTO THIS AGREEMENT 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 GENERAL CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE GENERAL CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND YOU SHALL NOT USE THE SERVICES. THE ORIGINAL LANGUAGE OF THESE GENERAL CONDITIONS IS ENGLISH. IN CASE OF CONTRADICTION BETWEEN THE ENGLISH VERSION AND ANY TRANSLATION OF THE SAME, THE ENGLISH VERSION SHALL PREVAIL.

### 1. Article 1. Definitions

- **Agreement:** means the agreement between Salto and the Client regarding the use and access of the Services by the Client, formalized in accordance with the provisions of Article 3 of these General Conditions, and which is comprised by these General Conditions and the Confirmation Email.
- **Clay:** means Clay Solutions B.V., a private limited liability company, incorporated under Dutch law, having its registered office and its principal place of business at Kraanspoor 48, Amsterdam.
- **Client:** A legal or natural person who operates as a professional or business (not being a consumer) and who enters into the Agreement with Salto for using and having access to the Services.
- **Confidential Information:** means (i) all information concerning the Hardware, Services, or a Voucher, irrespective of its support (designs, handbooks, software, hardware, etc.) (ii) any other information to be acknowledged by the Parties by virtue of this Agreement; and (iii) any technical, financial, commercial, industrial or structural information regarding the activity of Salto and its Group.
- **Confirmation Email:** means the Site commissioning confirmation notice delivered electronically by Salto to the Client, asking to perform the Registration in the Platform.
- **Direct Damage:** means any actual and material damage or loss, other than Indirect Damages, caused to any Party as a direct and necessary consequence of a breach of the Agreement by the other Party.
- **Free Trial Period:** seven (7)-calendar-days period after Registration where the Client can have access and use the

Services pursuant Article 5.

- **Fees:** mean the fees to be paid by the Client to Salto's Partner for the purchase of each Voucher in order to have access and use the Services through the Platform, all in accordance with the provisions of Article 9.
- **General Conditions:** mean these general terms and conditions.
- **Group:** shall have the meaning set forth in provision 42 of the Spanish Commerce Code.
- **Hardware:** means the Salto KS compatible hardware purchased to a Salto's Partner which is required for the access and use of the Services by the Client.
- **Indirect Damage:** means consequential damages, loss of profits, lost savings, reduced goodwill or reputation damages to Client's or Salto's own customer or other third parties, and all other forms of indirect damage caused to any Party which is not a direct and necessary consequence of a breach of the Agreement by a Party.
- **Installer:** means any installer authorized by Salto's Partner or by Salto for the Hardware commissioning, Site set-up and release.
- **Intellectual and Industrial Property Rights:** mean all intellectual and industrial property rights in the meaning of Spanish or foreign law, including other property rights and potential license rights, source codes, database rights and other rights vested in Salto or its Group in the widest sense of the word.
- **Malware:** means applications, executable code or malicious content, and any computer programs specifically designed to infiltrate and damage computers without Salto's consent or that Salto deems to harm the Platform. Malware shall cover, without limitation, all different types of threats to your computer safety, among others viruses, spyware, worms, trojans or rootkits.
- **Mobile App:** means the mobile application known as "Salto KS App" that is made available by Salto through Google Play Store and Apple App Store.
- **Parties:** mean Salto and the Client, individually "Party".
- **Partner Documentation:** means any contractual documentation entered into between a Salto's Partner and the Client (either in writing or by digital means) for the purchase of the Hardware and/or a Voucher by the Client, which shall include the Fees for the access and use of the Services.
- **Personal Data:** means all personal data relating to an identified or identifiable natural person that is introduced, collected or gathered through the Platform.
- **Platform:** means the "Salto KS" platform managed by Salto and used by Salto to provide the Services, consisted of the Web App and the Mobile App.
- **Processor Agreement:** means the supplementary agreement entered into by Salto and the Client (if required by the legislation applicable from time to time), on which basis Salto shall process Personal Data.
- **Registration:** process to be completed so as to activate the Site following provisions of Article 4.
- **Salto's Partner (also only as Partner):** means any of the Salto's partners authorized for the commercialization of the Hardware and/or the Services in each geographical area (as listed in the Platform or referred to by Salto) and through which the Client purchased the Voucher for the use and access of Services and/or the Hardware.
- **Service:** means the service "Salto KS", whereby access control features of Salto KS are made available remotely to the Client by Salto through the Platform.
- **Site Details:** mean the customer code, password, customer name, activation codes and other details relating to the Client which permit the Client to have access to the Site.
- **Site:** means an account enabling the Client to have access and use the Services through the Platform.
- **Term:** means the time period the Agreement shall be valid, enforceable and in force as set out in provisions of Article 21.
- **User(s):** natural person(s) authorized by the Client for the use of the Services.
- **User Documentation:** means one or more documents designated by Salto as such, whether or not in electronic form, which include user documentation for the Hardware and the Services.

- **Voucher(s):** A twelve (12) alphanumeric characters code which needs to be purchased by the Client. The code must be introduced by the Client in the Web App, or by any Installer with access rights granted by the Client, in order to activate, use and have access to the Services. A voucher has one (1) year validity.
- **Web App:** means the web application available at the following URL: <https://app.saltoks.com>, also known as “Salto KS Web App”.

## 2. Article 2: Applicability and amendments

2.1 Before accepting these General Conditions, the Client needs to have purchased the Hardware from a Salto's Partner. Such relationship between the Client and Salto's Partner is regulated under the Partner's Documentation.

The Client accepts that the Services shall be rendered by Salto to the Client subject to the provisions of these General Conditions.

2.2 These General Conditions apply to the rendering of the Services by Salto to the Client through the Platform, as well as to the access and use of the Services by the Client through the Platform.

For avoidance of doubt, these General Conditions do not regulate the terms and conditions applicable to the sale of the Hardware and/or any Vouchers by the Salto's Partner to the Client (including among others, any warranty and liability regarding the sale and use of the Hardware and the sale of any Voucher). Any claims related to the sale and use of the Hardware and the sale of any Voucher shall be addressed to the Salto's Partner from which the Client purchased the Hardware and the Voucher.

2.3 These General Conditions, together with the Confirmation Email, constitute the entire Agreement regarding the rendering of the Services by Salto and the use and access of the Services by the Client through the Platform, and replace any previous agreement between the Parties (or between the Client and Clay) or any general terms and conditions previously applied by Salto or Clay in relation to the matters referred therein.

In case of inconsistency between the different documents comprising the Agreement, the following order of prevalence shall apply:

- (i) The Confirmation Email.
- (ii) The General Conditions.

2.4 Any term, condition or provision which conflict with, modify, are in addition to or deviate from these General Conditions or from the Confirmation Email shall only apply if agreed in writing by the Parties.

2.5 The applicability of Client's any possible terms and conditions of sale or other terms and conditions is explicitly excluded.

2.6 In all instances where the Agreement is terminated for whatever cause, the General Conditions shall continue to govern relationships between the Parties insofar as necessary for the settlement thereof.

Salto reserves the right to propose amendments of, or replacement to, these General Conditions at any time. For these purposes, Salto will inform the Client by electronic means (such as by email, through the Web App or the Mobile App) about the proposed amendments in order to request Client's acceptance. The Client shall have a period of ten (10) calendar days since the receipt of the referred notification to accept such amendments or replacements in the manner set forth in Salto's notice. In the event the aforesaid period has elapsed without Client's acceptance in the manner set forth in Salto's notice, the amendments or replacements shall be deemed rejected by the Client and therefore, not applicable. In such event, Services shall continue to be rendered under these General Conditions until the validity of the relevant Voucher elapses.

## 3. Article 3: Formation of Agreement

3.1 As referred to in Article 2.1, before the acceptance of these General Conditions by the Client, the Client should have previously contacted with Salto's Partner in order to purchase the Hardware.

Save for the Free Trial Period, the Client acknowledges that in order to have access and use the Services, the Client needs to have previously purchased the Hardware and a Voucher from Salto's Partner and such Hardware needs to have been duly installed by the Installer. The Services cannot be provided in connection with or in association to any other hardware different from the Hardware.

Any terms and conditions set forth in the Partner Documentation eventually entered between Salto's Partner and the Client shall only be binding and enforceable towards Salto if such or any specific terms and conditions are expressly included in the Confirmation Email or in these General Conditions, and as long as the Agreement is formalized pursuant to the terms set forth in Article 3.2 below.

In case certain terms of the Partner Documentation which the Client considers essential (and which conflict with, modify, are in addition to or deviate from the provisions of the General Conditions), are not included by Salto in the Confirmation Email, the Client shall have a period of ten (10) calendar days since the receipt of the Confirmation Email in order to notify to Salto its decision of terminating the Agreement or its decision of discontinuing the formalization process of the Agreement, as the case may be. In such cases, the Client shall return the Hardware to the Partner and the latter shall refund the price of the Hardware and the Fees of the relevant Voucher eventually paid by the Client to Salto's Partner. In no event shall the Client be entitled to claim or request any indemnification to Salto for any conflict, modification, addition, or deviation between the Partner Documentation and the Agreement, in case the Client decides to terminate the Agreement or discontinue the formalization process of the Agreement on these grounds.

Salto has the right to refuse a request for Services and thus, to decide not to formalize the Agreement with the Client. In such cases, the Client shall return the Hardware to the Partner and the Partner shall refund the price of the Hardware as well as the Fees of the relevant Voucher in force eventually paid by the Client to the Salto's Partner. For avoidance of doubt, in no event shall be the Client entitled to claim or request any indemnification to Salto in case the latter refuses a request for Services in accordance with this paragraph.

3.2 The Agreement shall be deemed formalized and executed only when:

- (i) the Client has purchased the Hardware from a Salto's Partner;
- (ii) the Hardware has been duly installed and registered by the Installer at the Platform;
- (iii) the Client has accepted these General Conditions, through clicking on the box "I ACCEPT" or any equivalent box; and
- (iv) the Registration set forth in Article 4 below has been successfully completed.

3.3 The Client agrees and accepts not to receive the contracting information regulated in the articles 27 (paragraphs 1 and 3), and 28 of the Law 34/2004 of 11 July on the information society services and electronic commerce, article 10 Directive 2000/31/EC of the European Parliament and of the Council of 8 June 2000 on certain legal aspects of information society services, in particular electronic commerce, in the Internal Market, and other applicable regulation.

#### 4. Article 4: Client's Registration and Site Details

4.1 In order to have access to the Platform and use the Services, the Client must proceed with the Registration, by filling in the registration form online available in a link sent to the Client through the Confirmation Email, right after the Installer initiates the Site set-up, but before the Installer releases the Site.

4.2 After having filled the registration form online, the Client has access to the Site. However, the Client would not see any Hardware until the Installer releases the Site.

4.3 It shall be Client's responsibility to request the Site Details. Save in cases of fraud ("dolo"), Salto rejects any liability whatsoever for any damages or losses, Direct or Indirect Damages, which may have been caused to the Client because of not receiving Confirmation Email or not receiving the Confirmation Email on time.

4.4 The Client shall handle the Site Details carefully, confidentially and at its own risk. Among others, the Client shall use reasonable endeavors, including reasonable security measures relating to the Site Details, to ensure that no unauthorized person may gain access to the Services using the Site Details and the Client's Site. The Client takes full responsibility of any action effected on using its Site Details (as set forth in Article 17 below).

4.5 The Client is responsible for notifying Salto directly both by telephone and in writing by e-mail in case of (suspected) loss, theft or misuse by third parties of the Site Details.

4.6 Salto is entitled to change the assigned Site Details. Salto shall notify the Client thereof in writing by e-mail.

#### 5. Article 5: Free Trial

5.1 Once having completed the Registration pursuant to Article 4, the Client will be provided, only once per Client, with a free trial period which is limited to a maximum period of seven (7) calendar days since the release of the Site ("Free Trial Period"), and which would allow the Client to evaluate the Services. During the Free Trial Period, the provisions of this Article shall apply and shall supersede any other conflicting term of these General Conditions.

5.2 The Services shall be made available to the Client during the Free Trial Period free of charge.

5.3 The provision of the Services on a free trial basis during the Free Trial Period shall require that the Client has previously purchased the Hardware and that such Hardware has been duly installed by the Installer.

5.4 After the Free Trial Period has elapsed, the Client shall not have access to the Services, unless it activates a Voucher (by introducing the Voucher number in the relevant section in the Web App) previously purchased to the Installer.

If the Client does not activate a Voucher, although it may not be provided with the Services, the Client shall continue having

access to the Site in an off-line mode. In such cases, Salto shall not be liable whatsoever, for any Direct or Indirect Damage that may derive from the off line use by the Client of the Site, Site Details, the Hardware and the Platform and any other action performed by the Client and the Users.

## 6. Article 6: Services

6.1 During the Term of this Agreement and as long as the Client fulfills with any applicable obligations and complies with these General Conditions, Salto hereby grants to the Client a personal, limited, non-exclusive and non-transferable right and license to use the Services through the Platform.

6.2 The license granted by Salto to the Client under Article 6.1 is subject to the following prohibitions:

- (i) The Client shall not license, sub-license, sell, resell, transfer, assign, distribute or otherwise commercially exploit the Vouchers and/or the right to access and use the Services, unless express and prior consent of Salto.
- (ii) The Client shall not permit any unauthorised person to access or use the Services.
- (iii) The Client shall not make any alteration to the Platform.
- (iv) The Client shall not modify, decompile reverse engineer or copy the Platform, the Services, or any of its components.
- (v) The Client shall not use the Services and the Platform (a) in any way that is unlawful, illegal, fraudulent or harmful, (b) in connection with or to conduct any unlawful, illegal, fraudulent or harmful purpose or activity, (c) for any purpose that infringes any third parties' rights.
- (vi) The Client shall not use the Services or the Platform in any way that causes, or may cause, damage to the Services or Platform or impairment of the availability or accessibility of the Services. Among others, the Client shall not use the Services and the Platform to initiate or propagate a Malware.
- (vii) The Client shall not use the Services (a) if it is a competitor of Salto, of Clay or of any other company of Salto's Group or (b) for monitoring the availability, security, performance, functionality or for any other benchmarking or competitive purposes, without Salto's express written approval.

6.3 For avoidance of doubt, the Client has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term of this Agreement.

## 7. Article 7: Support Services

7.1 Services to be provided to the Client by Salto under this Agreement do not include support services, which may be rendered by the Installer, if agreed so by the latter with the Client.

7.2 For avoidance of doubt, any claims related to the rendering of any support services agreed between the Client and the Installer shall be addressed to the Installer, and Salto shall not be liable for any Direct or Indirect Damage deriving from the rendering of such support services.

## 8. Article 8: Mobile App and KS Connect Services

8.1 The Parties acknowledge and agree that the use of the Mobile App, the Parties' respective rights and obligations in relation to the Mobile App and any liabilities of either Party arising out of the use of the Mobile App, could be subject to separate terms and conditions different from these General Conditions.

Moreover, the Client may purchase from Salto's Partner additional services, named as "KS Connect Services", and which may be rendered by another supplier different from Salto. Some functionalities of these additional services may be accessible through Salto KS Mobile App, in addition to the services available in the third parties' platforms.

The Parties acknowledge and agree that the rendering, access and use of KS Connect Services are excluded from these General Conditions. KS Connect Services shall be subject to separate terms and conditions, which shall be accepted by the Client.

## 9. Article 9: Fees paid to Salto's Partner

9.1 The Fees are paid to Salto's Partner when purchasing each Voucher from Salto's Partner. The Fees shall be freely negotiated by Salto's Partner and the Client.

9.2 The Fees to be paid by the Client for each Voucher for the access and use of the Services are those stated in the Partner Documentation.

9.3 No later than four (4) calendar weeks before the expiry of each Voucher, Salto shall notify to the Client by electronic means (such as by e-mail, or through the Web App or the Mobile App) the Voucher's expiration date. In order to continue having access to and using the Services after the expiration of the relevant Voucher, the Client shall purchase from Salto's Partner a new Voucher for the Fees they both agree. Once purchased and paid, Client should activate the new Voucher in the Web App so as to access and use the Services for a new year-term period.

**10. Article 10: Payment**

10.1 Since the Vouchers are purchased by the Client from the relevant Salto's Partner, the Fees shall be paid by the Client to such Salto's Partner.

10.2 Invoices shall be issued by the relevant Salto Partner to the Client for the corresponding Fees of the Voucher, in advance to the period to which it relates, and the Client shall pay to Salto's Partner the corresponding invoices before the activation of the relevant Voucher in the Web App.

10.3 If the Client has not paid the Fees owed to Salto's Partner on time and is therefore in default, Salto is entitled to terminate the Agreement with immediate effect and to immediately suspend the Services and deny access to the Services. In that case, the Client shall be liable for all Direct and Indirect Damages suffered by Salto, comprising, among other things, loss of profits and costs in connection with judicial and extrajudicial measures.

**11. Article 11: Servicing and maintenance and other restrictions on use**

11.1 When Salto considers that (i) general maintenance services of the Platform and/or of the Services need to be carried out, which may be scheduled in advance, and (ii) such services are likely to affect the availability of the Services or are likely to have a material negative impact upon the Services, Salto shall try to give to the Client prior notice of the scheduled maintenance services.

Without prejudice to the above, Salto is entitled at any time to immediately block, suspend or restrict the use of (parts of) the Services and/or of the access to (part of) the Platform, and/or to take other measures if this is necessary in Salto's view, for maintenance purposes or for compliance with any statutory requirements, without the Client being entitled to claim for compensation of any damage or loss suffered (neither Direct nor Indirect Damages). In any case, Salto shall use commercially reasonable efforts to minimize any such disruption of the Services.

If possible, Salto shall inform the Client in advance as soon as possible of such measures. In case such prior notice is not feasible in view of the circumstances, upon the suspension Salto shall provide the Client with written notice specifying the reason for the suspension.

11.2 The Client is obliged to provide all cooperation required by Salto for servicing and maintenance, including stopping the use of the Services by the Client, if Salto considers this necessary.

**12. Article 12: Availability and suspension of the Services**

12.1 Salto shall use reasonable endeavors to maintain the availability of the Services to the Client, but Salto does not guarantee 100% availability.

12.2 Salto guarantees that the Services shall be available to the Client 90% of the time of the validity of the relevant Voucher in force, except for:

- (i) The time during which Salto carries out maintenance services in accordance with the provisions of Article 11.
- (ii) Downtime caused by circumstances beyond Salto's control, including without limitation, any events of force majeure (as set forth in Article 19).
- (iii) Any disruption of the Services caused by any act or omission of the Client, or of third parties, including any Malware.
- (iv) Any disruption of the Services due to any amendments or alterations made to the Hardware by the Client or by third parties, due to any damage of the Hardware or due to the breach by the Client of the obligation of maintaining the Hardware in an adequate state of functioning.
- (v) Suspension of the Services in cases permitted under provisions of these General Conditions.

12.3 If the Service is not available, the Client shall notify Salto in writing during the unavailability of the Service so that Salto could confirm and determine the cause of the unavailability. Salto will make its best efforts to rectify malfunctions and restrictions on the Services as soon as possible.

12.4 In the event Salto fails to maintain the 90% availability of the Services during the validity period of each activated Voucher in force, without occurring any of the circumstances provided in Articles 12.2 above and 12.5 below, except in case of Salto's fraud (dolo), the Client may claim for Direct Damages subject to the limitations set forth in clause Article 18. This Article sets forth the full and exclusive extent of Salto's liability existing towards the Client with respect to the availability of the Services, expressly excluding any other indemnification for any Direct or Indirect Damages regardless of Client's right of terminating the Agreement under these grounds. The Client acknowledges and agrees that the aforementioned agreed indemnifications are adequate and the only compensation for any loss or damage (Direct or Indirect Damage) caused to the Client by any unavailability of the Services.

Additionally, the Client agrees and accepts not to address any claim in connection with the lack of availability of the Services to the Salto Partner or any other third party related to Salto or to such Salto Partner, waiving any right it may hold under any jurisdiction in this regard.



The Client shall request any such indemnification to Salto within a period of ten (10) calendar days as of the expiration of the year-validity period of the relevant Voucher, notifying the date, and the beginning and end time of each unavailability periods. Within a period of thirty (30) calendar days as of Clients' request, Salto shall either deny the request (explaining the reasons why such unavailability is excluded therefrom) or pay the agreed indemnification to the Client.

12.5 Without prejudice to any other suspension events foreseen in other articles of these General Conditions, Salto may suspend the Services and deny access to the Platform, without the Client being entitled to any indemnification or compensation whatsoever, if:

- (i) Salto deems it necessary to prevent or terminate a use of the Services which is prohibited under these General Conditions and in particular, among others, under Article 6 above.
- (ii) Upon notice to the Client, if the Client commits a material breach of this Agreement.
- (iii) the Client does not pay the Fees owed to Salto's Partner on time in accordance with Article 10.3.

Suspension of the Services shall be without prejudice to any rights or liabilities accruing prior to or during the suspension.

### **13. Article 13: Confidentiality**

13.1 The Parties undertake not to reveal the Confidential Information to third parties, without the prior written consent of the other Party. Nevertheless, the Parties hereby expressly authorised that Confidential Information may be shared with Salto's Group members, Salto's Partner, Clay and/or the Installer.

13.2 This obligation of confidentiality shall oblige the Parties and its representatives. Under this Article, the term representative shall mean any employee, director, agent, consultant, adviser or any other person related to them.

13.3 With the purpose of avoiding the reveal of the Confidential Information, each Party undertakes to adopt any arrangements and measures it may deem appropriate in order to preserve the Confidential Information, in particular all the measures necessary related to its employees that have access to the Confidential Information.

13.4 If any of the Parties or its representatives breaches the confidentiality obligations herein, the breaching Party shall indemnify the other Party for any damages or losses, Direct and/or Indirect Damages that the other Party suffered as a consequence of the aforesaid breach.

13.5 In the event that a Party is requested by a judicial or administrative authority to provide the Confidential Information, it shall inform the other Party immediately.

13.6 This confidentiality obligation shall remain in force for an indefinite term, while the Confidential Information preserves its confidential and secrete nature.

13.7 For avoidance of doubt, any previous confidentiality agreement, or non-disclosure agreement in force that may have the Parties signed, or that may the Client have signed with Salto Partner, shall remain in force and valid, not be affected by this provision, and still applicable for the information disclosed thereunder.

### **14. Article 14: Data Security**

14.1 Salto will make its best efforts and adopt standard market security measures to ensure that the data available on the Platform (including the Client's data and Personal Data, among others) are kept secret, not disclosed to, and not accessed by any unauthorised third party.

14.2 Salto will make its best efforts to suitably secure the Services and avoid improper access to the same by unauthorised third parties, but Salto does not offer any guarantee or liability on such security. Therefore, except in case of fraud (dolo), Salto shall not be liable for any loss or damage (Direct or Indirect Damage) suffered by the Client or any third party as a consequence of improper access to the Services by unauthorised third parties, despite of the security measures adopted by Salto.

Salto will not respond, except in case of fraud (dolo), of any damage or loss (Direct or Indirect Damage) incurred in connection with a disclosure of any data available on the Platform.

14.3 If the Client suspects or discovers that third parties have gained improper access to the Services, for example by misusing the Site Details, the Client shall notify this to Salto as soon as possible both by telephone and in writing by e-mail.

14.4 Salto has the right to take measures to prevent fraudulent activities with user and access rights provided by Salto and to restrict any damage or lost income as far as possible.

### **15. Article 15: Data Protection**

15.1 The Parties acknowledge that the use of the Services through the Platform by the Client shall involve Salto



processing Personal Data on behalf of the Client. The Client shall only grant Salto access to Personal Data insofar as necessary for the purposes of this Agreement and the use of the Services through the Platform.

Salto shall act as data processor (or in some cases sub-processor) of any Personal Data controlled (or in some cases processed) by the Client and to which Salto is given access by the Client when using the Services. Salto shall only act on instructions of the Client in relation to the processing of Personal Data. For such purposes, the Parties hereby enter into the following Processor Agreement as required by the applicable legislation, which the Client hereby accepts and agrees, by acceptance of these General Conditions.

The Client undertakes and guarantees to Salto that it shall fully comply with the applicable data protection regulations and that the use and/or processing of the Personal Data shall not take place in an unlawful manner without possible required approval and/or that the use and/or the processing or editing of the Personal Data shall not infringe any rights of the Party(ies) involved or of third parties. The Client is responsible for proper and correct compliance with the applicable data protection legislation and the Client shall not, by any act or omission, cause Salto to incur in liability towards a third party under the relevant data protection legislation applicable from time to time.

15.2 In addition, Salto shall process the Personal Data which is necessary for creating accounts at the Platform, as data controller, subject the following Privacy Policy of Salto.

15.3 The Client shall be liable towards Salto for any damage arising from misuse or improper use of the Hardware and/or Services, including the Site Details.

#### **16. Article 16: Obligations and use by the Client**

16.1 The Client shall comply with all obligations, instructions, orders and restrictions deriving from the Law and applicable regulations and also from this Agreement, the Processor Agreement, the User Documentation and other terms and conditions made known to the Client in any other manner by Salto.

16.2 The Client guarantees the accuracy and completeness of the Client's data, information and acceptances provided by the Client to Salto when entering into the Agreement.

16.3 The Client shall himself and for his own account and in due time take care of suitable hardware and apparatus, ICT infrastructure, connections, power supplies, internet subscriptions, software and other necessities required to ensure proper functioning of the Hardware and/or the Services.

16.4 The Client shall at all times provide Salto in good time with any data or information that Salto deems useful, necessary or desirable and always give every cooperation to enable proper execution of the Agreement by Salto. If the Client does not fulfil this obligation, Salto is entitled to suspend the Agreement in whole or in part, and it also has the right to charge the resulting costs to the Client.

16.5 The Client shall not make or allow any unauthorized, unlawful or improper use of the Hardware, Mobile App, Web App, Voucher and/or Services. The Client shall keep Salto harmless from any third parties' claims and from any losses or damages (Direct or Indirect Damages) caused by any unauthorized, unlawful or improper use of the Hardware, Voucher and/or Services.

16.6 The Client shall never enter, process, store or disseminate data in breach of the relevant legislation and regulations, the rights of third parties and/or the rights of Salto, including its Intellectual and Industrial Property Rights.

16.7 The Client shall not permit third parties to use a Voucher or make use of the Services without Salto's express prior written permission.

16.8 The Client will take suitable measures to prevent Salto's ICT systems and infrastructure from being exposed to any kind of Malware, among others computer viruses, hacking, spam, spyware and suchlike harmful files, and will take suitable measures to prevent excessive system overload, instability and/or defective functionality of Salto's ICT systems and infrastructure.

16.9 The Client is in this respect expressly prohibited to sell, hire out, lease, transfer, grant use of or in any other manner disclose the Services and/or associated documentation to third parties, unless the Parties expressly agree otherwise in writing.

16.10 The Client shall refrain from making changes or doing any kind of damage to the Services and the Hardware.

16.11 If Salto suspects that the Client is acting contrary to a provision in this Article, these General Conditions and/or the content of the Agreement, Salto is entitled to deny the Client access to the Service(s) (temporarily) with immediate effect, to terminate the Agreement and/or take other measures as Salto sees fit, without the Client being able to claim any kind of compensation in this regard, or refund of advance payments.

16.12 Unless the Parties expressly agree otherwise in writing, the Client shall itself provide for the necessary electricity,

connections, hardware, (installation of) software, security measures, settings and other requirements and peripheral equipment and other facilities to enable the use of the Hardware and Services and/or to be able to connect to the Platform in conformity with the product specifications.

Moreover, the Client acknowledges that in order to ensure the proper functioning of the Services, Hardware shall be kept in perfect conditions and in adequate state of repair. The Client shall be responsible of maintaining the Hardware in good conditions and in adequate state of repair so as to enable an uninterrupted use of the Services. The Client shall adopt as many actions as may be necessary in order to have any defect, malfunctioning or any other damage of the Hardware remedied (both, during or after the expiry of the relevant warranty period of the Hardware granted by the Salto's Partner). The Agreement shall not be deemed breached by Salto and therefore Salto shall not be liable in any manner whatsoever when the Services cannot be rendered due to the breach by the Client of the aforementioned maintenance obligations of the Hardware or when the Hardware has been damaged, altered, modified or disabled for any reason.

16.13 In the event of possible bankruptcy or debt restructuring of the Client, Salto shall be thereof informed immediately (via Client's administrator or liquidator).

## 17. Article 17: Liability of the Client

17.1 Unless the Client effectively and expressly evidences otherwise, the Client shall be fully liable towards Salto, for any Direct or Indirect Damage, deriving from any loss, cost, expense or claim of any nature that it may have, directly or indirectly, caused to Salto as a consequence of the performance under this Agreement.

17.2 In particular, the Client acknowledges and accepts that:

- (i) Salto shall not be liable in any manner whatsoever, neither towards the Client nor towards any other person, and
- (ii) expressly releases and waives any right it may have to bring any action against Salto for Direct or Indirect Damages deriving from any loss, damage, cost, liability or claim of any nature whatsoever and howsoever caused, and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise,

caused as a consequence of or in any way connected with:

- (a) any breach by the Client of this Agreement;
- (b) the use of the Services or the Site Details by the Client (including, without limitation, any authorised and unauthorised use of any Site Details, any authorised and unauthorised access to the Site and the loss or theft of the Site Details);
- (c) the falsehood or inaccuracy of any representations and warranties given by the Client in the Agreement, and breach by the Client of any Laws and regulations applicable to the Client and/or any obligation relating thereto.

Therefore, the Client accepts its full liability, without any limitation whatsoever, for Direct or Indirect Damages that may derive from any of the circumstances identified under this Article 17.2., and undertakes to indemnify and hold fully harmless Salto against any Damages (Direct or Indirect) that SALTO may be suffering or may have suffered due to events above listed under (a) to (d), both included.

17.3 The Client undertakes 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 attorneys' fees and indirect and consequential damages), and whether by reason of death of or injury to any person or loss of or damage to any property or otherwise from any third party (including, without limitation, any entity or company belonging to the Client's Group, their shareholders, employees and directors) as a consequence of, or in any way connected with its performance under the Agreement and the use of the Services.

17.4 For the purposes of this Article 17, the references made to the "Client" and "Salto" shall be deemed to be made to the Client, Salto and their affiliates, directors, shareholders or employees from time to time.

## 18. Article 18: Liability of Salto

18.1 Except as otherwise agreed under specific provisions of this Agreement and except in case of Salto's fraud (dolo), Salto's total and exclusive liability under this Agreement (including, among others, Article 12) shall be the following:

Subject to provisions of Articles 18.2 and 18.3 below, Salto shall be liable to the Client only for Direct Damages directly caused to the Client and which exclusively derive from the performance of this Agreement when rendering the Services, up to a maximum aggregate amount equal to the Fees paid by the Client to the Partner last year. Client shall need to provide written evidence of such amount of Fees paid last year, by sending SALTO the relevant written document which proves such amount and that may be part of the Partner Documentation. Liability of Salto, or its Group, for Indirect Damages suffered by the Client is expressly excluded.

18.2 Salto's liability is totally and absolutely excluded for Direct or Indirect Damages caused as a result of, deriving from or in connection in any manner to:

- the Hardware, the Partner Documentation and the performance of the Partner or the Installer under any agreement entered into with the Client;
- improper, faulty, imprudent or unlawful use of the Services by the Client or any use in breach of Client's obligations under the Agreement or the applicable regulations from time to time;
- inaccurate or incomplete information on any website, in brochures or other forms of written or electronic documentation not drafted by Salto;
- lack of compliance of the Services or the Hardware with Client's local applicable regulations;
- use of equipment, software, interfaces, networks, ICT systems, infrastructure or telecommunication lines of third parties;
- use of the Services during the Free Trial Period;
- use of the Services by third parties;
- any type of use of the Site Details and of the Services that the Client decides to carry out;
- when the use or conditions affecting the operation of the Platform or the Services are unusual or not reasonably foreseen, for instance when affected by Malware;
- failure to comply with User Documentation, and with user and other instructions from Salto;
- any partial or total disruption of the Services for servicing, maintenance or repair purposes or aimed at complying with any statutory requirements of any nature;
- any partial or total disruption of the Services due to any performance by the Client or third parties (including any amendments or alterations made to the Hardware and a breach of the obligation of maintaining the Hardware in an adequate state of functioning);
- loss of or damage to data and files because of, during or after use of the Services;
- circumstances that cannot be attributed to Salto, such as measures imposed by any authority, changes in applicable regulations, delay or other imperfections due to third parties on whom Salto is dependent in any way.

18.3 No right to indemnification or compensation shall ever arise unless the Client reports the Direct Damage to Salto in writing within one (1) month after the damage arose.

18.4 The Client expressly acknowledges and accepts Salto's liability and limitations established as regulated in this Article 18. The rules on liability regulated herein constitute the sole and exclusive remedy granted to the Client under the Agreement except as otherwise expressly agreed under specific provisions of this Agreement (including, among others, Article 12). The Client waives any other remedies to which it may be entitled against Salto.

18.5 For the purposes of this Article 18, the references made to the "Client" and "Salto" shall be deemed to be made to the Client, Salto and their affiliates, directors, shareholders or employees from time to time.

18.6 Notwithstanding the foregoing and for avoidance of doubt, Salto shall not be liable and shall not be obliged to indemnify or compensate the Client, on the grounds of failure of obligations to be performed by Salto's Partner under the Partner Documentation. The Client acknowledges and accepts that claims on the grounds of Salto's Partner's failure to perform any obligation under the Partner Documentation, shall be raised and claimed exclusively against the Partner.

## 19. Article 19: Force majeure

19.1 Salto is not bound to meet any obligations, if it is prevented from doing so as a result of force majeure. Force majeure means among other things: (i) force majeure affecting suppliers of Salto or affecting Clay, (ii) defects in the goods (including but not limited to defects in computers or telecommunications), malfunctions in data centres, broken cables in the connections to or within data centres, hacking, virus and worm attacks, (iii) government measures, (iv) electrical defects, (v) malfunctions in the internet, computer networks or telecommunication facilities, (vi) wars, (vii) sit-ins, (viii) strikes, (ix) general transportation problems, (x) epidemics, (xi) pandemic, (xii) lock downs and (xiii) unavailability of one or more employees.

## 20. Article 20: Intellectual and Industrial Property Rights

20.1 All Intellectual and Industrial Property Rights to the Hardware, any software, websites, the Platform, databases, equipment or other materials provided to the Client under the Agreement, such as analyses, documentation, reports or offers, even those that may derive from the rendering of the Services, are solely held by Salto, its licensors or its suppliers. The Client shall solely obtain insofar as relevant the user rights expressly granted by these General Conditions and the Law and exclusively during the Term of the Agreement. Any user right to which the Client is entitled is not transferable to third parties.

20.2 The Client is not permitted to remove from or change any indications concerning copyrights, trademarks, trade names or any other Intellectual and Industrial Property Rights in the Hardware, Platform, software, websites, databases, equipment or materials, including any indications concerning the confidential nature of these.

20.3 The Client is not permitted to reproduce, dismantle, reconstitute, make any decompile reverse engineer of the source code, or in any other way process, modify or adapt the Platform, the Services or the Hardware in whole or in part in any manner whatsoever.

20.4 Salto is entitled to change the technical set-up of the Platform and the Services at any time at its own discretion and without the Client's permission being necessary. Salto shall endeavour to inform the Client if any changes have a detrimental effect on the Services. The Client is never permitted to (permit others to) remove or circumvent such technical facilities.

## **21. Article 21: Term of the Agreement, Services and termination**

21.1 This Agreement shall enter in force on the date when all conditions set forth in Article 3.2 (from (i) to (iv)) are met, and it shall remain in force after the Free Trial Period for a period of one year as long as the Client has purchased and activate a Voucher before the expiration of the Free Trial Period.

21.2 Before expiration of the Free Trial Period or no later than four (4) calendar weeks before the expiration of the validity of the Voucher in force, Salto shall notify the Client by electronic means (such as by e-mail, or through the Web App or the Mobile App) the impending expire of the Term.

21.3 In case the Client wishes to extend the Term, and therefore continue having access to and using the Services, the Client, when noticed by Salto pursuant Article 21.2, shall need to purchase from Salto's Partner a Voucher for the Fees the Client and Salto's Partner agree.

Once purchased and paid, and before the expiration of the current Term (corresponding to the expiry of the Free Trial Period or the validity of the relevant Voucher in force) the Client should activate the purchased Voucher in the Platform so as to continue having access and using the Services for a new year-validity period, which shall correspond to the extension of the Term. This procedure shall apply yearly before the expiration of the relevant Voucher in force, and therefore before the expiration of the Term.

If the Client decides not to extend the Term before the expiration of the Free Trial Period or before expiring the relevant Voucher in force, the Client shall, immediately after the expire of the Free Trial Period or the validity of the Voucher, cease having access to and being entitled to use the Services, and Salto shall cease the Services. In such cases, the Client shall not be provided with the Services, but it shall continue having access to the Site in an off-line mode. During the off-line mode, Salto shall not be liable whatsoever, for any Direct or Indirect Damage that may derive from the off line use of the Site, Site Details, the Hardware and the Platform and any other action performed by the Client and Users.

## **22. Article 22: Termination of the Agreement**

22.1 Without prejudice to the other provisions of the Agreement, a Party shall be only entitled to early terminate the Agreement in the event of breach of the Agreement, when the non-performing Party fails to remedy the breach after having received a proper written notice of default specifying as many details as possible and stating a reasonable period, which may in no event exceed one (1) month, within which to remedy the failure.

22.2 Upon termination of the Agreement for any cause, any amounts invoiced by Salto before the termination in connection with any work, products or Services already correctly done, rendered or delivered by the same in execution of the Agreement shall remain fully due and shall become immediately payable upon termination.

22.3 Salto shall be never obliged to (i) refund, reimburse or repay the Fees (which can only be claimed to Salto's Partner on the grounds regulated under the Partner Documentation) or any fees already received, or (ii) pay any compensation because of termination for one of the abovementioned reasons (save in case of termination of the Agreement due to a serious breach of Salto of the essential obligations under the Agreement).

22.4 All user and access rights with regard to the Services elapse with immediate effect on termination of the Agreement for any cause. Therefore, upon termination of the Agreement for any cause, Salto shall cease the Services.

22.5 For avoidance of doubt, the termination of this Agreement shall not affect anyhow the validity of the Processor Agreement that the Client agreed to with SALTO, which shall remain totally applicable and in force in accordance with its

own terms and conditions established therein.

### **23. Article 23: Transfer or making available of rights and obligations**

23.1 Salto is entitled to assign its rights and/or obligations under the Agreement to a third party without the permission of the Client being necessary, provided that Salto ensures that such third party actually undertakes to comply with the rights and obligations under the Agreement.

The Client is not entitled to assign or make available any rights and/or obligations under the Agreement and/or the Agreement to third parties without the prior and written consent of Salto.

23.2 Salto is entitled to totally or partially subcontract the provision of the Services through the Platform, or any parts thereof, to any company (including, in particular, Clay) without Client's authorization being required.

### **24. Article 24: Final provisions**

24.1 If any provisions of these General Conditions or in any other documentation of the Agreement should turn out to be invalid, then the remaining provisions of these General Conditions and the Agreement shall continue to apply undiminished to the Parties. In that event, the Parties will enter into consultations on the content of a new provision which approximates the original provision as closely as possible.

24.2 In case of ambiguity regarding the interpretation of one or several provisions in these General Conditions and the Agreement, these shall be construed in the 'spirit' of those provisions.

24.3 If a situation arises between the Parties that is not regulated by these General Conditions or the Agreement, then this situation must be assessed in accordance with the spirit of these General Conditions and the Agreement.

24.4 If Salto should not always require the strict observance of these General Conditions, this does not mean that these General Conditions do not apply or that Salto loses or waives the right to require strict observance of these General Conditions in other cases in any way whatsoever.

24.5 The Client is obliged to notify Salto of any intended change of address without delay in writing by post, e-mail or fax. Salto shall assume that the most recent address given by the Client is correct.

24.6 Spanish law exclusively applies to relations between the Client and Salto. Any disputes arising between the Client and Salto shall be exclusively dealt with by the competent judicial court of San Sebastian (Guipúzcoa-Spain).

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

#### **Salto Systems, S.L.**

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San Sebastián (Guipúzcoa-Spain)

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