

## Terms and Conditions of Use

**Please read these terms and conditions of use carefully before using the products or services.**

These terms and conditions of use (the "**T&Cs**") are a binding agreement between (i) Davantis Technologies, S.L. ("**the Manufacturer**"), a Spanish company with registered office at UAB Edificio Eureka, Bellaterra (Barcelona), Spain, registered in the Barcelona Mercantile Registry, volume 37,961, folio 174, page number B-313,014, and with CIF B63967103; and (ii) you (the "**User**" and, together with the Manufacturer, the "**Parties**"), as the end user of the Manufacturer's products and services.

In particular, these T&Cs are intended to establish the terms and conditions under which you may use the Manufacturer's products (the "**Products**"), which have been purchased or contracted by the User.

The User's use of the Products implies full acceptance of these Terms and Conditions, as well as the Manufacturer's privacy policy available on the Manufacturer's website and the data processing agreement, if applicable. In particular, these Terms and Conditions will be provided to the User at the time of purchase or installation of the Products.

### **1. Purpose**

The purpose of these Terms and Conditions is to establish the terms and conditions under which the User may use the Manufacturer's Products.

### **2. Products**

The Products purchased and/or used by the User constitute a computer vision-based video analysis system that, when properly configured, allows for the automatic detection of elements of interest in images from video cameras and other third-party hardware. The Product is part of a comprehensive security and video surveillance system for the detection of security incidents provided by third parties; incorporation into such a system is the only permitted use of the Product.

### **3. General Use of the Products**

The User agrees to use the Products and all their content and services diligently, always in compliance with the law, morality, and good customs, maintaining the due respect for other users and in compliance with these Terms and Conditions.

Furthermore, the User agrees to make appropriate use of the Products, as well as the materials and information contained therein, and not to use them to carry out illegal activities or constitute a crime, which violate the rights of third parties, or which infringe intellectual and industrial property regulations, or any other applicable legal provisions. The User shall be solely responsible to the Manufacturer and to third parties for non-compliance with the foregoing provisions.

Furthermore, the User agrees not to use the Products for any commercial use without having previously obtained the Manufacturer's written consent.

### **4. Breaches of these Terms and Conditions**

If the Manufacturer determines that the User is not complying with the obligations set forth in these Terms and Conditions, the Manufacturer may notify the User, who undertakes and is obligated to remedy and correct this situation as soon as possible. Failure by the User to immediately remedy all identified deficiencies will

constitute a substantial breach of these Terms and Conditions by the User. In any case, the Manufacturer reserves the right to temporarily or permanently suspend the services offered through the Products, in addition to the right to claim any damages that may have arisen in the event of a breach of these Terms and Conditions.

## **5. Warranties**

The warranty period for the Products shall be 3 (three) years from the date of purchase by the User. However, in the event that, pursuant to applicable law, the mandatory warranty period is longer than indicated, the warranty period shall apply.

In particular, the warranties granted by the Manufacturer to the User in relation to the Products are as detailed below:

- a) The Manufacturer guarantees that the Products comply with the specifications and functionalities provided by the Manufacturer through the Manufacturer's website, comply with the required quality standards, and that they have passed the quality tests performed.
- b) In the event that the Products have any defect directly attributable to the Manufacturer, the Manufacturer undertakes to the User to repair or replace the defective Products free of charge to the User, at the Manufacturer's sole discretion, as soon as possible.

In compliance with its warranty obligations, the Manufacturer will make every reasonable effort to meet reasonable response times, taking into account that the actual timeframe may vary, among other factors, due to the distance and accessibility of the User's location, weather conditions, and availability of Product components. In any case, the Product warranty does not cover replacement equipment during repair.

Spare parts repaired under the warranty established in this clause will also have a one (1) year warranty from the date of delivery of the repaired Product. The Manufacturer will acquire ownership of the replaced products or components replaced during the repair or replacement of the corresponding Product.

- c) In any case, the warranty is subject to and will not apply in the following cases:
  - (i) The warranty will not apply and will not be effective when there is misuse or improper use of the Products, or when they have been put into operation without complying with the technical stipulations provided for their start-up and those indicated in these T&Cs or any other applicable to the installers or resellers of the Products. In particular, the installation of the Products must be carried out by an approved or authorized security installer in accordance with current legislation. Verification of the correct operation of the Product, in conjunction with other equipment and components of a global security and video surveillance system, is the responsibility of the approved or authorized installer and, under no circumstances, of the Manufacturer. The installer must verify the correct operation of the security system and its component equipment before putting it into operation.

In line with the foregoing, the warranty will not apply, and the Manufacturer will not be liable for installation or configuration defects, or for the lack or defective verification of the security system's operation once installed, or for its installation or maintenance.

- (ii) Under no circumstances does the Manufacturer provide any warranties in addition to those provided for in section a) above of this clause, and, consequently, the Manufacturer will not

assume any other warranties or additional guarantees that it may grant to the User or any third party who benefits from the Products;

- (iii) If the failure, malfunction, and/or defect is due to the malicious and/or fraudulent conduct of third parties other than the Manufacturer, or negligence, or intentional or gross misconduct of the User, security companies, installers, the latter's clients, their employees and/or coworkers and/or assignees;
- (iv) The Product warranty will under no circumstances extend to defects arising from causes such as normal use or wear and tear of materials, or due to incompatibility of the software or hardware loaded or connected to the Product, if such software or hardware was not supplied by the Manufacturer or by any third party authorized by the Manufacturer. The warranty also does not extend to damage or defects caused by force majeure, accidents, impacts, the effects of handling the Product during loading and unloading operations, humidity control, power surges, or other environmental conditions that differ from what is considered a safe and normal office and home environment;
- (v) Work performed outside of normal business hours, relocation, preventative maintenance, repair of Products that are operating in accordance with industry standards, or problems caused by viruses are excluded from the warranty service; and
- (vi) The warranty does not apply in the event of a waiver of liability by the Manufacturer under the terms provided in clause 6 below.

The software license associated with the Manufacturer's Products is tied to the hardware on which it was originally installed. In the event of irreversible failure, permanent breakdown, or cessation of hardware operation, the license will automatically terminate, with no possibility of reinstallation, transfer, or compensation. The continued operation of the license requires the proper functioning of the original hardware, unless expressly agreed in writing with the Manufacturer.

## **6. Disclaimer of Liability**

The Manufacturer shall not be liable for any direct, indirect, special, unforeseen, consequential, exemplary, or punitive damages, including, without limitation, those resulting from interruptions in the service offered through the Product, delays, errors, malfunctions, and, in general, any inconvenience whose origin or cause is found or arises from the following:

- (i) The Products are sold in their current technical state "as is" and "as available," and the User expressly disclaims all express or implied warranties of any kind, including, but not limited to, implied warranties of accuracy or reliability, validity, availability, suitability, or completeness of any information, content, or data provided through the Products;
- (ii) The Products may produce false positives or false negatives in video analysis. State-of-the-art technology does not guarantee the absence of errors or defects in video analysis, i.e., false alarms for objects not of interest in the images being analyzed or, conversely, failure to detect objects that could be of interest in the analyzed images;
- (iii) The Manufacturer assumes no liability under any circumstances for the malfunction of the Product due to circumstances beyond its control, especially if caused by actions of third parties, defects or incompatibilities with video surveillance cameras, optical materials, cables, recording systems, images

with poor lighting systems or poorly focused images, malfunctioning of network and Internet connections, faulty configuration of the software provided, or incompatibility with third-party software;

- (iv) The Products supplied are suitable only for the specific use that the User is aware of prior to signing and accepting these Terms and Conditions. Their use is limited solely to incorporation into a security system, which in all cases will be offered by third parties other than the Manufacturer, as detailed above. To this end, the Manufacturer does not guarantee the suitability of the Product for any specific purpose other than that expressly stated. Consequently, the User understands and accepts that the Manufacturer makes no representation or warranty that the Product is suitable for uses other than those expressly provided for in these Terms and Conditions, nor, under similar circumstances, regarding the reliability, quality, suitability, adaptability, availability, or accuracy of the Product supplied.

The specifications and technical information of the products appearing on the Manufacturer's website, or, where applicable, the seller of the Product, are not contractual in nature and do not bind the Manufacturer under any circumstances;

- (v) The Manufacturer shall also not be liable for any damages or contingencies arising from force majeure situations and/or actions of third parties without any negligence on the part of the Manufacturer; and
- (vi) The Manufacturer shall under no circumstances assume responsibility for backing up and storing data; such responsibility, where applicable, shall be assumed by third parties other than the Manufacturer. Consequently, the Manufacturer shall not be liable for any of the foregoing actions.

In any event, in the event of proven liability on the part of the Manufacturer, the total liability that the Manufacturer may assume, whether contractual, warranty, damages (including any type of negligence or willful misconduct), product liability, effective liability or otherwise, arising from or in connection with the use of or inability to use the Products and the services provided through the Products, shall be limited exclusively to direct damages (so that no other damages may be claimed, such as damages for loss of profits, indirect damages, punitive damages, such as loss of income, profits, data, use, goodwill or other intangible losses, including profits, theft, wages, data or savings) and may not exceed the amount paid by the User to the Manufacturer, if any, for the purchase of the Product in question that gave rise to the liability. To the extent that applicable law prohibits the limitation of such liability, the Manufacturer shall limit its liability to the maximum extent permitted by applicable law. No action or procedure may be brought against the Manufacturer after one (1) month from the date on which the facts that could have generated the Manufacturer's liability occurred or were discovered.

## **7. Intellectual and/or Industrial Property Rights**

All industrial and/or intellectual property rights of the Manufacturer or its licensors (the "**IP Rights**"), and in particular, those relating to the Products, as well as any extensions, improvements, or modifications thereof, are the exclusive property of the Manufacturer. Therefore, the User shall refrain from using or registering in its name any patents, trademarks, or other distinctive signs or any other IP Rights held by the Manufacturer or its licensors. In line with the foregoing, the User may not modify, reproduce, create derivative works, distribute, or publicly communicate or make available to third parties the Products or any other IP Rights held by the Manufacturer or its licensors, except as provided and in accordance with these Terms and Conditions.

Furthermore, the User undertakes and is obligated to (i) immediately notify the Manufacturer of any infringement of the Manufacturer's IP Rights by third parties; and (ii) not to circumvent, remove, alter, deactivate, degrade, or defeat any of the protections contained in the Products and IP Rights, or to use any robot, spider, scraper, or other automated means to access the IP Rights in the Products, decompile, decrypt,

reverse engineer, disassemble, or derive source code from any IP Rights of Manufacturer and its Products, insert any code or product into or manipulate the content of the Products in any way, or use any data mining, data gathering, or extraction methods, whether directly or indirectly.

## **8. Data Protection**

Both Parties undertake to comply with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the protection of natural persons with regard to the processing of personal data (GDPR) and Organic Law 3/2018 of December 5, on the Protection of Personal Data and the Guarantee of Digital Rights (LOPDGDD). Such personal data will be processed for the following purposes: (a) to execute and maintain these Terms and Conditions and the contractual relationship arising from them; (b) to comply with the legal obligations arising from said relationship; and (c) to send information about news, events, and activities related to the Parties' services and products. The legitimacy of data processing is based on the established relationship, legitimate interest, and compliance with applicable legal obligations. The data will be retained for the duration of said relationship and for the years necessary to comply with the Parties' legal obligations.

The owners of the personal data collected through these Terms and Conditions may exercise their rights of access, rectification, objection, restriction, erasure, portability, and the right not to be subject to automated decision-making by contacting the addresses included in this contract as the Parties' addresses.

The Manufacturer collects and processes personal data in accordance with our data protection policy available on the Manufacturer's website. For the purposes of these Terms and Conditions, the Manufacturer may access the User's personal data and video surveillance images to resolve any incidents that may arise, as well as for the maintenance and continuous improvement of the software in order to provide better service to customers.

## **9. Miscellaneous**

9.1. Notifications: Any notifications or requests related to these Terms and Conditions must be made in writing and by any means that allows acknowledgment of receipt (including email) and must be addressed to the following addresses.

- Notifications or requests to the Manufacturer must be sent to the attention of the Manufacturer at the registered office detailed at the beginning of these Terms and Conditions.
- Notifications or requests to the User must be sent to the email address or postal address provided in connection with the purchase of the Product or in connection with access to or use of the Products.

The Parties may change the above addresses and contact persons by expressly notifying the other Party in writing.

9.2. Headings, Titles, and Severability: The headings and titles in these Terms and Conditions have been included solely for ease of reading and are not intended in any way to describe the content of the corresponding Clauses or to represent commitments, terms, or conditions of these Terms and Conditions.

If any provision of these Terms and Conditions is determined to be invalid or unenforceable in whole or in part, for any present or future reason, such invalidity or unenforceability shall not affect the enforceability of any of the remaining provisions of these Terms and Conditions. In particular, the Terms and Conditions shall be construed as if such invalid or unenforceable provisions had never been contained therein. For these purposes, the Terms and Conditions shall cease to be valid solely with

respect to the invalid or void provision, and none of the remaining parts or provisions of these Terms and Conditions shall be void, invalid, impaired, or otherwise affected by such invalidity or invalidity, except to the extent that it is material and affects these Terms and Conditions as a whole.

- 9.3. Waiver of Actions: The waiver or failure of either Party to exercise its rights under these Terms and Conditions shall not be deemed a waiver or limitation of any other or future rights. Any waiver must be made in writing and expressly accepted by the party to whom it is asserted.
- 9.4. Assignment: The User may not assign or transfer its rights or obligations under these Terms and Conditions, in whole or in part, to any third party without the Manufacturer's prior express written consent. However, the Manufacturer may assign its rights and obligations under these Terms and Conditions to any person, whether natural or legal, without obtaining the User's consent.
- 9.5. Modifications: The Manufacturer may modify, add to, or remove these Terms and Conditions and the content and availability of the Products at any time, at its sole discretion. To this end, the Manufacturer will notify the User prior to any changes to these Terms and Conditions. If the User does not agree to the new terms and conditions, they must discontinue accessing and using the Products. The User's use and access to the Products following any modification to the Terms and Conditions will be deemed tacit or implied acceptance of all such modifications.
- 9.6. Force Majeure: Neither Party shall be liable for any failure or delay in the performance of its obligations hereunder (except for payment obligations) due to any cause beyond the reasonable control of that Party, including, but not limited to, power outages, failure of internet service providers, failure due to internet disruption (including, without limitation, denial-of-service attacks), riots, insurrections, acts of terrorism, war or armed conflict (or similar), fires, floods, pandemics, earthquakes, explosions, and other acts beyond the control of the Parties.

## **10. Governing Law and Jurisdiction**

These T&Cs shall be governed by Spanish law. For all issues and disputes that may arise from the interpretation, application and execution of these T&Cs and/or any other agreement between the Parties related to these T&Cs, the Parties submit to the exclusive jurisdiction of the Courts of the city of Barcelona, expressly waiving any other jurisdiction that may apply to them.