AUTODOOR MASTER Application

License Agreement

a. Purpose of the present agreement: PORTALP provides its professional clients, installers, and maintenance workers with the AUTODOOR MASTER Application to configure PORTALP RS automatic doors to install or maintain them using a smartphone with a remote *Bluetooth or other connection*.

The Client or user designated by the Client can download the application on the Play Store or Maas 360.

The User License Agreement for this application will be active upon the Client's acceptance of the present agreement (the "User License Agreement") subject to the payment by the Client of an annual license fee.

The Client must accept the user license for the AUTODOOR MASTER Application for each designated user who is assigned a smartphone.

IMPORTANT – READ CAREFULLY. USING THE SMARTPHONE APPLICATION (THE "AUTODOOR MASTER APPLICATION") IS SUBJECT TO ACCEPTING AND RESPECTING THE FOLLOWING CONTRACT. BY CLICKING ON THE "ACCEPT" BUTTON OR OTHER, SIMILAR BUTTONS OR LINKS THAT PORTALP MAY DESIGNATE TO DISPLAY THE PRESENT CONDITIONS AND/OR INSTALL THE AUTODOOR MASTER APPLICATION, YOU RECOGNIZE AND ACCEPT THAT YOU ARE AGREEING TO A LEGALLY BINDING CONTRACT. YOU WILL NOT BE ALLOWED TO USE THE AUTODOOR MASTER APPLICATION OR THE RELATED AUTODOOR MASTER SERVICES UNLESS YOU ACCEPT THE PRESENT USER LICENSE AGREEMENT AND ANY OTHER RULE OR POLICY THAT PORTALP MAY ESTABLISH AND MAKE AVAILABLE ON ITS WEBSITE.

The present License Agreement is a legal agreement between the client (the "Client") and PORTALP that specifies the terms and conditions for using the AUTODOOR MASTER Application (identified in the present contract as the "AUTODOOR MASTER Application").

The Application is conceded under user license so that the Client can use it in accordance with the conditions of the present License Agreement. PORTALP reserves all rights of the AUTODOOR MASTER Application that have not been expressly granted to the Client. The present License Agreement may be subject to occasional, unilateral modifications by

PORTALP, of which the Client will be informed and to which they herein expressly agree.

b. Scope of the License Agreement: This license, which is granted by PORTALP to the Client for the AUTODOOR MASTER Application, is limited, non-exclusive, non-sublicensable, and non-transferable using the AUTODOOR MASTER Application strictly applicable to a single end-user designated by the Client and identified by assignment of a smartphone. This License Agreement does not allow the Client to use the AUTODOOR MASTER Application on any mobile device other than the one that the Client has explicitly identified in the License Agreement, and the Client is prohibited from distributing or making available the AUTODOOR MASTER Application on a network where it could be used by devices that have not been identified in the License Agreement. The digital content of the AUTODOOR MASTER Application, as well as all elements reproduced on the Interface (including source code, texts, illustrations, and logos) are protected by copyright in accordance with the French Code of Intellectual Property. PORTALP holds these rights. PORTALP reserves the right to take any necessary action in case of copyright infringement. Any such breach of PORTALP'S intellectual property rights by the Client will be considered as a breach of the Agreement and as an act of infringement. Under no circumstance may the Client, directly or indirectly, alone or with a third party: 1) Copy, sell, rent, sublicense, distribute, transfer, transmit, modify, adapt, translate, create derivative works, decompile, disassemble, reverse engineer, or attempt to analyze or alter, in any manner whatsoever, all or part of the AUTODOOR MASTER Application and any source code that PORTALP uses in connection with the Application; 2) Take steps to circumvent or override any security or usage rules prescribed, deployed, or enforced by any feature (including Digital Rights Management or Data Transfer Lockout functionality) on the Interface; 3) Allow a third party to have access to or to copy, in contravention herewith, any part of the documents, the source code, or any PORTALP material in connection with the AUTODOOR MASTER Application; 4) Delete, conceal, or modify copyright notices, trademark notices, or any other similar notice appearing in the Application. The Client expressly undertakes to refrain from correcting any anomaly in the AUTODOOR MASTER Application whatsoever by itself. Any attempt to do so constitutes a violation of PORTALP's rights. If the Client violates this restriction, they are liable to prosecution and damages. The terms of this License shall govern the derivative works of the AUTODOOR MASTER Application, its updates, or any part of it provided by PORTALP that supersedes and/or supplements the original product, unless such update is accompanied by a separate license, in which case the terms of that license shall prevail.

<u>c. Data use consent</u>: the Client accepts that PORTALP may collect and use technical data and related information, including but not limited to, technical information about the smartphone as well as the technical and configuration data collected periodically by the AUTODOOR MASTER Application about the connected equipment to facilitate the provision of software updates, technical assistance services for the equipment, and (if applicable) other services to the Client related to the AUTODOOR MASTER Application. PORTALP undertakes to process or use the data collected on the license server only to the extent necessary and as long as necessary to properly execute and follow the user license agreement for the AUTODOOR MASTER Application.

In accordance with the French data protection law of January 06, 1978 as amended and EU regulation no. 2016/679/EU of April 27, 2016, the Client enjoys a right to access, rectify, port, and erase their data or limit its processing. For all requests, the Client is to contact PORTALP's Data Protection Office, sis 4 rue des Charpentiers 95330 Domont.

d. The Client's obligations: The Client undertakes to use the AUTODOOR MASTER Application in the strictest respect of the applicable laws and rights of third parties. In this respect, the Client undertakes to have their designated users accept a similar commitment. In addition, the Client shall take the necessary steps and ensure that the associated smartphone is protected in accordance with the most demanding security policies and will have the user sign an agreement to this effect. It is the Client's responsibility to inform PORTALP immediately of any changes that may occur to the identification of the designated user or to request deactivation of the user agreement in the AUTODOOR MASTER Application assigned to a user as soon as they are made aware that the assigned smartphone has been lost or stolen and of any event resulting in their inability to take responsibility for the identified user. In such a case, the AUTODOOR MASTER user agreement will be immediately deactivated by PORTALP. In no case may PORTALP be held responsible for the use of the AUTODOOR MASTER Application.

e. Duration. Termination. The AUTODOOR MASTER Application User License is granted to the Client for a period of 1 year. AUTODOOR MASTER Application User License will be automatically deactivated at the end of this period, unless the Client renews their subscription. The Client's rights under this License Agreement will terminate automatically without notice from PORTALP if the Client does not comply with any provision of this Application User License Agreement. Should this Agreement be terminated, the AUTODOOR MASTER Application will be immediately deactivated, and the Client must destroy all copies, full or partial, of the AUTODOOR MASTER Application. Should the Client terminate the Agreement, the annual fee remains due to PORTALP in its entirety.

<u>f. Services</u>: The AUTODOOR MASTER Application may allow access to PORTALP's services and websites (the "Services"). Use of the Services requires internet access.

The Client is prohibited from using the Services in any unauthorized manner, including, without limitation, intrusion or overloading network capacity. The Client also agrees not to use the Services in any way that would be unlawful, including for the purpose of infringing the property or the rights of others. The Client agrees that PORTALP assumes no

responsibility for any use of the AUTODOOR MASTER Application that is unlawful or detrimental to the rights of third parties.

In addition, the Services are not available in all languages or in all countries. PORTALP makes no representation that these Services are suitable and available for use in any particular location. To the extent the Client elects to access such Services, it does so on its own initiative and is responsible for compliance with any applicable law, including, but not limited to, local laws in force. PORTALP reserves the right to modify, suspend, withdraw, or disable access to any of the Services, at any time and without notice. In no event will PORTALP be held liable for the withdrawal or deactivation of access to such Services. PORTALP may also impose limits on the use of or access to certain Services, regardless of the situation, without notice or liability.

g. LACK OF WARRANTY: THE CUSTOMER ACKNOWLEDGES AND EXPRESSLY AGREES THAT IT USES THE AUTODOOR MASTER APPLICATION AT ITS OWN RISK AND THAT IT IS ABLE TO ASSUME THE ENTIRE RISK AS REGARDS THE SATISFACTORY CHARACTER OF THE QUALITY, PERFORMANCE, AND ACCURACY OF THE DATA AND SERVICES PROVIDED OR MADE BY THE AUTODOOR MASTER APPLICATION TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE AUTODOOR MASTER APPLICATION AND ANY SERVICES PROVIDED OR MADE AVAILABLE BY THE AUTODOOR MASTER APPLICATION ("SERVICES") ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITH ANY AND ALL IMPERFECTIONS AND WITHOUT WARRANTY OF ANY KIND, AND PORTALP EXCLUDES ALL WARRANTIES AND CONDITIONS REGARDING THE AUTODOOR MASTER APPLICATION AND ANY SERVICES, WHETHER EXPLICIT OR IMPLIED AND PROVIDED BY LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED CONDITIONS AND/OR WARRANTIES OF SALE VALUE, SATISFACTORY QUALITY, AND SUITABILITY FOR A PARTICULAR PURPOSE AND ACCURACY. PORTALP DOES NOT GUARANTEE THE USE WITHOUT INCIDENT OF THE AUTODOOR MASTER APPLICATION IT DOES NOT GUARANTEE THAT THE FUNCTIONS CONTAINED IN THE AUTODOOR MASTER APPLICATION OR THE SERVICES IT PROVIDES OR MAKES AVAILABLE WILL MEET THE CUSTOMER'S REQUIREMENTS, THAT THE OPERATION OF THE AUTODOOR MASTER APPLICATION OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT FLAWS IN THE AUTODOOR MASTER OR SERVICES APPLICATION WILL BE CORRECTED. NO VERBAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PORTALP OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE ANY WARRANTY.

h. LIMITATION OF LIABILITY: IN NO EVENT SHALL PORTALP BE LIABLE FOR ANY DAMAGES, INCLUDING INJURY OR PROPERTY DAMAGE, OR DIRECT OR INDIRECT DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, THE LOSS OF DATA, THE LOSS OF OPERATIONS OR OTHER BUSINESS LOSSES OR DAMAGES RESULTING FROM OR RELATING TO THE USE OR THE IMPOSSIBILITY OF USING THE AUTODOOR MASTER APPLICATION, WHATEVER THE CAUSE, WITHOUT REGARD TO THE BASIS OF LIABILITY (CIVIL, CRIMINAL, OR OTHERWISE) AND EVEN IF PORTALP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any case, PORTALP's total liability to the Client for any damages shall in no case exceed the amount of the annual fee.

<u>i. Applicable law - Court of jurisdiction</u>: French law, excluding principles of conflict of laws, governs this License Agreement for the use of the AUTODOOR MASTER Application. The courts with jurisdiction to deal with any dispute arising for the purposes of the AUTODOOR MASTER Licensing Application are, exclusively, the jurisdiction of the City of Grenoble, France.