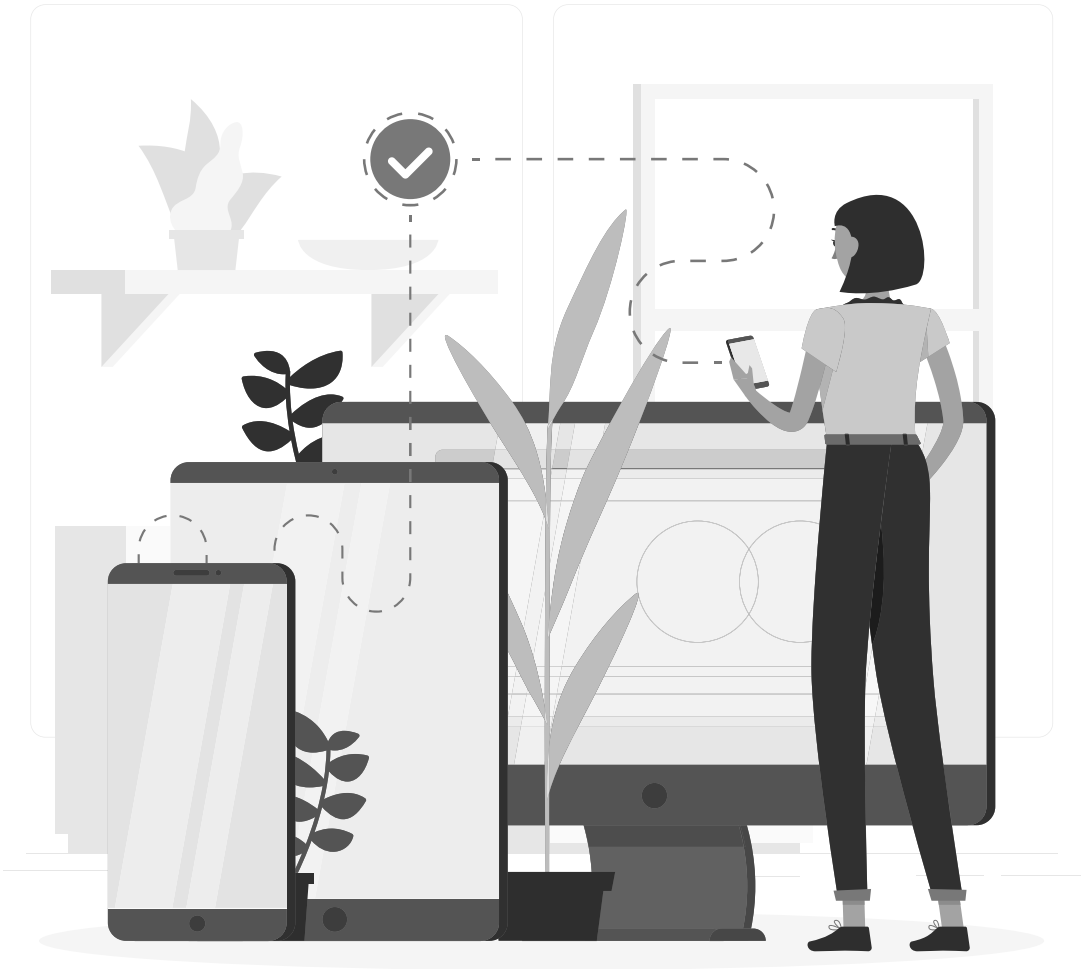




# ROINTE APPS EULA

End User License Agreement



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By using the software (“Product Software”) that is embedded on the D Series (“Product”), you agree to the terms of this End User License Agreement (“EULA”) between you and Rointe. (“Rointe” or “we”).

**IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT USE THE PRODUCT SOFTWARE AND YOU MAY CHOOSE TO PROMPTLY RETURN THE PRODUCT FOR A REFUND OF THE PRODUCT PURCHASE PRICE BY CONTACTING ROINTE AT THE ADDRESS BELOW.**

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AS DESCRIBED BELOW, YOU ARE CONSENTING TO AUTOMATIC SOFTWARE UPDATE OF THE PRODUCT SOFTWARE. IF YOU DO NOT AGREE, YOU SHOULD NOT USE THE PRODUCT SOFTWARE.

AS DESCRIBED BELOW, SECTION 9 DESCRIBES IMPORTANT LIMITATIONS OF THE PRODUCT SOFTWARE AND RELATED SERVICES, ESPECIALLY IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. PLEASE READ THESE DISCLOSURES CAREFULLY, AS YOU ARE ACKNOWLEDGING AND ACCEPTING THEM.

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Subject to the terms of this EULA, Rointe grants to you a limited and nonexclusive license (without the right to sublicense) to execute one (1) copy of the Product Software, in executable object code form only, solely on the Product that you own or control and solely for use in conjunction with the Product for your personal, non-commercial purposes.

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You may not release the results of any performance or functional evaluation of any of the Product Software to any third party without prior written approval of Rointe for each such release.

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## **8. LIMITATION OF LIABILITY**

Nothing in this EULA and in particular within this “Limitation of Liability” clause shall attempt to exclude liability that cannot be excluded under applicable law. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) ROINTE BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE PRODUCTS OR PRODUCT SOFTWARE, EVEN IF ROINTE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) ROINTE’ TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE PRODUCTS AND PRODUCT SOFTWARE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY YOU TO ROINTE OR ROINTE’S AUTHORIZED RESELLER FOR THE PRODUCT 6 AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. ROINTE DISCLAIMS ALL LIABILITY OF ANY KIND OF ROINTE’ LICENSORS AND SUPPLIERS.

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We cannot guarantee that it is correct or up to date. In cases where it is critical, accessing Product Information through the Product Software is not a substitute for direct access of the information in the home.

## 10. STATISTICS

Consumption measurements were performed with tests conducted by independent laboratories under controlled and stable conditions, with a percentage of variability in the outcome. The value displayed in the measurement may differ depending on conditions such as network status or other variables. Rointe is not responsible for how these variations may affect the end results. To ensure proper function, there should be connection to the Internet and the electric network at all times, as a simple disconnection, however small it may be, may lead to erroneous results. For more information please consult the terms and conditions in the App.

## 11. CONFIDENTIALITY

“Confidential Information” shall mean the Product Software and all other information disclosed to you that Rointe characterizes as confidential at the time of its disclosure either in writing or orally, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information. You shall use your best efforts to preserve and protect the confidentiality of the Confidential Information at all times, both during the term hereof and for a period of at least 3 years after termination of this EULA, provided, however, that any source code you receive shall be held in confidence in perpetuity. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without the prior written consent of Rointe. You shall not use any Confidential Information other than in the course of the activities permitted hereunder. You shall notify Rointe in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this EULA, and will cooperate with Rointe in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will (i) immediately notify Rointe prior to such disclosure to allow Rointe an opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with Rointe in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

## 12. EXPORT COMPLIANCE

The Product Software and related technology are subject to European export control laws and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import the Product Software and related technology, as may be required. You will indemnify and hold Rointe harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney’s fees) arising from or relating to any breach by you of your obligations under this section.

## 13. GOVERNING LAW; VENUE

The courts in some countries will not apply Spain law to some types of disputes. If you reside in one of those countries, then where Spain law is excluded from applying, your country’s laws will apply to such disputes related to these terms. Otherwise, you agree that this EULA, and any claim, dispute, action, cause of action, issue, or request for relief relating to this EULA, will be governed by the laws of Spain, without giving effect to any conflicts of laws principles that require the application of the

laws of a different jurisdiction. Any action or proceeding relating to this EULA must be brought in a state court located in Murcia, Region of Murcia, Spain and each party irrevocably submits to the jurisdiction and venue of any such court in any such claim or dispute, except that Rointe may seek injunctive relief in any court having jurisdiction to protect its intellectual property or Confidential Information.

#### **14. ASSIGNMENT**

Neither the rights nor the obligations arising under this EULA are assignable by you, and any such attempted assignment shall be void and without effect.

#### **15. NOTICES**

Any notice to you may be provided by email to the address that you registered with Rointe.

#### **16. SEVERABILITY**

If any provision of this EULA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

#### **17. WAIVER**

All waivers by Rointe will be effective only if in writing. Any waiver or failure by Rointe to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

#### **18. GENERAL**

The Product Software is deemed irrevocably accepted upon your use of the Product Software or Product. Rointe will have no responsibility to provide maintenance or support services with respect to the Product Software. The parties are independent contractors. You acknowledge that the Product Software contains valuable trade secrets and proprietary information of Rointe, that any actual or threatened breach of Section 2 (Restrictions) of this EULA will constitute immediate, irreparable harm to Rointe for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA. Except as otherwise provided in this section, no amendment to this EULA will be valid unless it is in writing hand-signed by the parties. Questions or Additional Information. If you have questions regarding this EULA, please contact Rointe.

#### **19. DATA PROTECTION**

The processing of personal data that is received or may be received in the future through the product and/or services related to it, shall comply with the principles and obligations established in the Law 15/1999, Protection of Personal Data and its Regulations, on the 13th of December, approved by the Royal Decree 1720/2007, on December 21st recorded in the legislation of the Kingdom of Spain.



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