

LICENSE AGREEMENT FOR THE USE OF THE APP "COFEM GUARD"

Please read this LICENSE AGREEMENT (Hereinafter "License Agreement") carefully before using the App "Cofem Guard", the use of which is designed and authorized (under the definitions and limitations that are stated below) only for the obtaining of event data from the Central Units and Fire Alarms "Lyon", "Zafir" and "Compact Lyon" of COFEM via the software "EASY CoNET".

By making use of the App "Cofem Guard", you agree to the terms of this LICENSE AGREEMENT. If you do not agree and do not accept these terms, do not use the App "Cofem Guard".

1. IMPORTANT NOTICE ABOUT THE LIMITATION OF USE OF THE APP "COFEM GUARD" AND HIGH RISK ACTIVITIES.

1.1. THE APP "COFEM GUARD" IS INTENDED TO BE AN INFORMATION TOOL FROM WHICH THE USER CANNOT PERFORM ANY ACTION LINKED TO THE EXTINCTION OR DETECTION OF A FIRE. IN THIS SENSE, IT IS ONLY INTENDED TO BE USED WHERE THERE ALREADY EXISTS EQUIPMENT USED FOR THE DETECTION AND POSSIBLE EXTINCTION OF FIRE..

1.2. THE SOFTWARE "COFEM GUARD" HAS NOT BEEN DESIGNED NOR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS THAT REQUIRE OPERATION WITH PROTECTION OF ERRORS. THE PROPER OPERATION OF THE SOFTWARE WILL BE LIMITED BY THE HARDWARE, THE ELEMENTS INSTALLED IN IT, THE COMMUNICATIONS AND THEIR CORRESPONDING PROTECTIONS.

1.3. IT EXPRESSLY DISCLAIMS ANY EXPLICIT OR IMPLIED GUARANTEE OF SUITABILITY OF THE SOLUTION FOR THIS TYPE OF ACTIVITY.

1.4. THE INSTALLATION OF THE APP "COFEM GUARD" BY THE USER IN ANOTHER DEVICE, ACTIVATED WITH THE SAME "LOGIN" AND "PASSWORD" PROVIDED BY THE LICENSEE TO THE USER, DISABLES THE APP PREVIOUSLY ACTIVATED WITH THE SAME "LOGIN" AND "PASSWORD".

1.5. THE USER CANNOT SHARE HIS "LOGIN" AND "PASSWORD" WITH OTHER USERS, GIVEN THAT THE ACTIVATION OF THE APP "COFEM GUARD" WITH THE SAME "LOGIN" AND "PASSWORD" ON ANOTHER DEVICE, WILL DISABLE THE PREVIOUS INSTALLATION, AND CAN ALSO COMPROMISE THE CONFIDENTIAL INFORMATION OF THE LICENSEE.

2. LICENSE TO USE

2.1. COFEM is the Spanish business COFEM, S.A., domiciled in Ctra. de Molins de Rei a Rubí, Km 8,4, Rubí (Barcelona), E-08191, and provided with the N.I.F. A-08537144 (hereinafter, "COFEM"). COFEM is the owner of the rights to the App "Cofem INSTALLERS", the App "Cofem Guard" and the software "EASY CoNET", as well as the Central Detection Units and Fire Alarms "Lyon", "Zafir" and "Compact Lyon".

2.2. The App "Cofem Guard" is an application for Android, based on the reception of events (in an informative way) coming from a fire protection installation by COFEM when the installation reports any incidents (in particular, the fire control panels "Lyon", "Zafir" and "Compact Lyon" of COFEM, which data will be sent to the App Cofem Guard through the Software EASY CoNET).

2.3. The Licensee is the physical or legal person who through this contract (hereinafter "LICENSE AGREEMENT") is expressly authorized by COFEM to the right to use the App "Cofem Guard", with the limits and conditions here indicated.

The Licensee is authorized by COFEM to communicate to the Users (as defined in the following paragraph) the corresponding “login” (user) and “password” (password) for the activation and use of the App “Cofem Guard”; the User employs the App “Cofem INSTALLERS” on behalf of the Licensee.

2.4. The user is the physical individual who exercises on behalf of the licensee the right to use the App Cofem Guard. The licensee can only designate as a User a person with whom it maintains a contractual labor relationship or that maintains a working relationship with companies that provide specific services in the field of detection and fire alarms to the licensee, while not being companies that are in the market with COFEM and who offer the same – or similar - type of products and services. In addition to complying with the obligations of the present license to access the functionalities of the App “Cofem Guard”, the User needs the Licensee to provide him with the “login” and “password” (hereinafter “Activation Keys”) that the licensee can obtain only from COFEM by paying the corresponding price to COFEM.

2.5. Both the right of use of the App Cofem Guard by the licensee and the exercise of this right of use by the User will always be subject to this license.

2.6. Neither the use of the App Cofem Guard by the Licensee and/or the User nor the acceptance of the terms of the present license, grant the licensee or the User any rights not specified in said license regarding the App.

2.7. This license binds the User to the Licensee and to COFEM, and binds the Licensee to COFEM.

2.8. The license to use is granted to the Licensee, which is non-exclusive, non-transferable, and limited to the territory necessary to satisfy the purposes of the LICENSE AGREEMENT and to the duration of this LICENSE AGREEMENT, conditioned to what is indicated in this LICENSE AGREEMENT and to its full compliance on the part of both the Licensee and the User (a breach on the part of any of these is sufficient for its resolution).

2.9. The exercise of the right of use of the App Cofem Guard is conditioned to the compliance, at all times and cumulatively, of the following conditions:

- a) the User complies with all the provisions of this LICENSE AGREEMENT,
- b) the Licensee maintains the corresponding rights of the COFEM license for the use of the App Cofem Guard (and, therefore, the Licensee must comply with all the obligations of this LICENSE AGREEMENT, among others, being up to date in relation to the corresponding payments to COFEM for the license) and,
- c) that the Licensee has not withdrawn from the User the authorization for use of the corresponding Activation Keys.

3. PAYMENT TO COFEM BY THE LICENSEE TO OBTAIN THE ACTIVATION KEYS

3.1. The Licensee will pay COFEM the price indicated in the Confirmation Order to access the Activation Keys for the App Cofem Guard for the Users. Unless written otherwise, the prices are valid during the subscription period that is indicated in the Confirmation Order, and may be revised at the end of the subscription period.

3.2. The form of payment will be indicated by COFEM in the Confirmation Order and the price will be paid within the period set in the same order.

3.3. In case of delay or non-payment of bills, COFEM may suspend the Activation Keys and apply the legally established late payment interest.

3.4. If, after 10 days from the delivery of the invoice, the Licensee has not stated by any means the proof of its reception by COFEM, their disagreement with its content, it is understood that the aforementioned bill is correct and accepted, without the right to claim and with the duty to pay immediately.

4. LIMITATIONS FOR THE USE OF THE APP COFEM GUARD

4.1. The right to use granted by this license for the Licensee and that the User exercises on his behalf, is only granted for one Specified Computer Device. A Specified Computer Device is a device that complies with all that is stated in the present License and the User Manual and/or help screen that accompanies the App Cofem Guard.

4.2. Without prejudice to the limitations described in this LICENSE AGREEMENT and the manual and/or the help screen that accompanies the "App Cofem Guard", the User can un-install the App Cofem Guard and install it on another device for its use, provided that such devices are compatible with its needs. However, he may not do this with the intent to share the license between separate devices, SO THE INSTALLATION OF THE APP "COFEM GUARD" BY THE USER ON ANOTHER DEVICE, ACTIVATING IT WITH THE SAME "LOGIN" AND "PASSWORD" COMMUNICATED BY THE LICENSEE TO THE USER, WILL DISABLE THE APP WHICH HAD BEEN PREVIOUSLY ACTIVATED WITH THE SAME "LOGIN" AND "PASSWORD".

4.3. THE USER CANNOT SHARE HIS "LOGIN" AND "PASSWORD" WITH OTHER USERS, GIVEN THAT THE ACTIVATION OF THE APP "COFEM GUARD" WITH THE SAME "LOGIN" AND "PASSWORD" ON ANOTHER DEVICE, WILL DISABLE THE PREVIOUS INSTALLATION, AND CAN ALSO COMPROMISE THE CONFIDENTIAL INFORMATION OF THE LICENSEE.

4.4. THE USE OF THE APP "COFEM GUARD" MAY ONLY BE PERFORMED ACCORDING TO THE PRECISE AND EXPRESSED INSTRUCTIONS OF THE LICENSOR. THE USE OF THE APP "COFEM GUARD" BY THE USER IS NOT PERMITTED WHEN THE LICENSEE HAS REMOVED FROM THE USER THE AUTHORIZATION TO USE THE "LOGIN" AND "PASSWORD" COMMUNICATED BY THE LICENSEE TO THE USER.

4.5. The USER LICENSE, granted by this LICENSE AGREEMENT, grants the right to use the App "Cofem Guard" on the device that you choose provided there is compliance with what is said in this LICENSE AGREEMENT, especially its limitations and warnings, and the App is installed with an Android operating system version 2.2 to version 4.4.2, exclusively for the Central Units referred to in this LICENSE AGREEMENT. For, in other environments and under other circumstances, the App "Cofem Guard" is not proven and, therefore, is not guaranteed to work properly.

4.6 In addition, the App "Cofem Guard" requires for its use all of the following:

- a) That the User has access to the Internet and the device that uses the App "Cofem Guard" is connected at the time to the Internet.
- b) That the software EASY CoNET is operating and with an Internet connection, as well as the computers and the mobile devices of the Licensee that are used to receive the corresponding emails about fire-related incidents.
- c) That the services used by the App "Cofem Guard" that run with the functions of Google are operational.

- d) That the applications installed on the device where the User has installed the App “Cofem Guard” do not obstruct the functioning of the App “Cofem Guard” due to hardware, capacity or memory use.

4.7. THE USE OF THE APP “COFEM GUARD” FOR A PURPOSE DIFFERENT THAN THE ONE IN THE LICENSE, AS WELL AS UNDER CIRCUMSTANCES OTHER THAN THOSE DETAILED IN THE LICENSE AGREEMENT AND IN THE HELP SCREEN THAT ACCOMPANIES THE “APP COFEM GUARD”, IS NOT PERMITTED. IN PARTICULAR, THE USE OF THE APP “COFEM GUARD” IS PROHIBITED WHEN IT IS CARRIED OUT IN A WAY THAT INFRINGES ON THE PROVISIONS OF THIS LICENSE AGREEMENT.

4.8. In addition to all that is detailed in this LICENSE AGREEMENT, the LICENSE granted is subject to the following limits:

- a) The App “Cofem Guard” may only be used in a mechanically readable form (in object code or executable mode).
- b) The App “Cofem Guard” will be installed totally or partially, stored and used only on a Specified Computer Device in accordance with the installation instructions of the Licensor.
- c) One (1) copy of the App “Cofem Guard” may be made exclusively for security and archival purposes, and that copy must bear a copyright notice along with all the additional references on the rights of COFEM for the App “Cofem Guard” and the designation of the original version, including references to third parties.
- d) Up to the maximum permitted by the standards of applicable mandatory laws, the App “Cofem Guard” may only be used in the manner permitted under the LICENSE, and beyond that, the manner permitted by the free licenses that are detailed below:
 - i. The App “Cofem Guard” will not be altered, nor any part of it, (except insofar as the components are under free licenses - see more below) in any way (including, but not limited to, modifications, adaptations, translations, or derived or successive versions).
 - ii. The App “Cofem Guard” will not be decompiled, nor any part of it.
 - iii. The App “Cofem Guard” will not be dismantled, nor any part of it, and no acts of reverse engineering will be conducted on the App “Cofem Guard” nor any part of it, nor will it be manipulated in any other way that allows people to read it.
 - iv. The App “Cofem Guard”, or any part of it, will not be transferred to another operating system.
 - v. The App “Cofem Guard”, or any part of it, will not be communicated to a third party, nor made available to a third party in any way (including, without being limited to, for testing or as a gift, loan, lease, or sub-license, or through a Service Bureau) unless having obtained prior written consent from COFEM.

vi. The App "Cofem Guard", or any part of it, will not be used on a smartphone, computer or terminal different from a Specified Computing Device, or on more than one computer, in networks or on a client's server or on an additional mobile device unless having obtained prior written consent from the Licensee.

- e) The LICENSE granted for this LICENSE AGREEMENT does not cover the use of computer programs of third parties on which the Licensee and User shall have the rights that those third parties granted them in accordance with their applicable licenses, according to what is stated below. In this sense, the right of the Licensee and by extension of the User to use any of these computer programs shall be governed by the provisions laid down by those third parties.

5. MODIFICATIONS TO THE APP "COFEM GUARD".

5.1. The User and the Licensee know and accept that the App "Cofem Guard" can adapt to technical developments and improve accordingly; COFEM may cease in the development of the App "Cofem Guard" contracted by the Licensee and, if necessary, COFEM may also develop different ones. The Licensee may choose to allow the User to stop using the App "Cofem Guard" or to contract a different solution according to the migration policy that COFEM establishes, to all of which the User agrees to accept in any case, adapting their equipment and the App "Cofem Guard" to a new solution if necessary. The migration to a new solution may or may not be free depending on the resources that COFEM has destined for the research and development of a new solution, as well as depending on the degree of difference in the quality of the solution in respect to the one replaced, in which case it will be conditioned to the corresponding payments that the Licensee must make to COFEM.

5.2. Also the User agrees that, during the period contracted by the Licensee, COFEM may vary the contracted usage rights for reason of the payments that the Licensee has agreed with COFEM or of the technological improvements stated earlier and even stop maintaining the App Cofem Guard or cease to offer the rights to use the same.

5.3. The User accepts all these changes without notice and without demanding any compensation to the Licensee or to COFEM. COFEM in any case is only obligated to notify such changes to the Licensee, who will accept them without demanding any compensation.

5.4. The User and the Licensee must take into account that the services and/or features of the Central Detection Units and Fire Alarms "Lyon", "Zafi" and "Compact Lyon" and/or the Software EASY CoNET, as well as the mobile applications "Cofem Guard" and/or Cofem "INSTALLERS", may have been modified to adapt to technological developments therefore they will need to change to a new version of the App Cofem Guard or a new solution established by COFEM.

5.5. If the Licensee changes to a new version of the App Cofem Guard or to a new solution by COFEM, to upgrade a previous version of the App or to upgrade to the new solution by COFEM, the new version or updated solution will be the only one that the User is entitled to use, accepting the terms and conditions of the manual and/or the help screen that accompanies the App Cofem Guard, the material and/or the specifications which may accompany the new version of the App Cofem Guard or the new solution by COFEM. The User and the Licensee will also be obligated to eliminate any corresponding material from the previous version of the App.

5.6. The User and the Licensee acknowledge and accept that COFEM may provide updates or additions to the App Cofem Guard that will be automatically downloaded, and that COFEM is not obligated to do so by default.

6. INFORMATION COLLECTION TECHNOLOGY AND THE PROCESSING OF DATA.

6.1. COFEM warns the User and the Licensee that the App "Cofem Guard" may contain a special program that uses technology for collecting technical information, of which the recipient is COFEM, with the aim of improving the App,

provide services, adapt to the preferences of the Licensees, and avoid the unlicensed or illegal use of the App Cofem Guard or other elements of software ownership of COFEM. In particular, it can regulate and control the number of simultaneous users of the App "Cofem Guard", excluding backup copies (the "Special Program").

6.2. Consequently, the User and the Licensee accept that COFEM can make use of the aforementioned information and the User and the Licensee also accept that they may be recipients of COFEM communications for commercial purposes, even through electronic means, and, especially, they may also be recipients of notices carried out by the systems of COFEM by mobile phone and through email accounts and, in particular, to the ones that the corresponding administrators of the Central Units and Fire Alarms "Lyon", "Zafir" and "Compact Lyon" have included in the configuration of the App Cofem Guard. At the same time, via this technology, both the Licensee and the User accept that COFEM may provide updates or supplements to the App that will be automatically downloaded to their computers. And, in particular, the Licensee and the User agree to the inclusion and the operation of said Special Program and the use of other safety devices in connection with the App Cofem Guard, so, in addition, the User and the Licensee shall be prohibited from bypassing, decoding, or copying this Special Program or any other safety device.

6.3. In particular, in an illustrative but not exhaustive set, the data that COFEM could collect are as follows:

- a) Identification of the installation.
- b) The telephone numbers or the e-mails of each registered user.
- c) The "Login" of each registered user.
- d) The "Password" of each registered user.
- e) Events of the fire alarm and detection system.
- f) The "Logs" of User activity.

6.4. For appropriate purposes, the User and the Licensee remain informed and consent to the processing of their data by COFEM for the purposes described above in this License, in particular on the data introduced manually or automatically to COFEM files either by automatic systems of COFEM or directly by the Licensee and/or by the User, manually or by their activity with the App Cofem Guard, being able to exercise their ARCO rights before COFEM, by getting in contact with COFEM by any of the contacts indicated in this License, in order to be able to help him channel the same.

7. PROCEDURE FOR THE NOTIFICATION OF DEFECTS IN THE APP "COFEM GUARD" AND

WARRANTIES

7.1. The User and the Licensee are informed that the App "Cofem Guard" will function substantially as described in the manual and/or help screen that accompanies it. COFEM does not guarantee that the App lacks defects, will function without interruption, meets the expectations of the User, or will function in combination with any third party hardware or software, or that all errors in the App "Cofem Guard" will be corrected.

7.2. If there is a defect in the App "Cofem Guard", as well as in the descriptive documentary material of the same, the User commits to document (and in his case, to reproduce) the defect, which he shall bring to the attention of COFEM, through the Licensee, as soon as possible. COFEM shall be informed by the Licensee within two (2) days of the detection of the problem. Otherwise, COFEM shall be exempted from any responsibility or duty of guarantee within the maximum permitted by mandatory laws.

7.3. COFEM may solve the problems that affect its substantial functioning, using reasonable means and time limits. The above notwithstanding, COFEM is not responsible for the differences that external technical resources may cause to the correct functioning of the App "Cofem Guard".

7.4. For a defect in the App "Cofem Guard" to be sufficiently material to cause COFEM to be obligated to repair or replace the App, the defect should make the App (as long as it is used in a manner permitted in the License and according to the manual and/or help screen that accompanies the App) work in a way that is so divergent from what is established in the specifications that it would make it unsuitable for the purpose described in the description of the same. Also, if the required functionality can be achieved by the User or the Licensee in an indirect or an alternative form that circumvents the problem, then the damage shall not constitute a defect that gives rise to the obligations of COFEM under the above warranty.

7.5 Neither the User nor the Licensee shall carry out any modifications or repairs by themselves or allow such modifications or repairs to be carried out by any unauthorized third parties. When COFEM or the Licensee requests it, the User will support them in the analysis of the causes and the conditions that cause the defect, as well as the development and correction codes test or an indirect or alternative solution.

7.6. The only remedies in the event of defects in the App "Cofem Guard" are those expressed in the warranty mentioned above. The App is licensed to the Licensee and permits the authorized User of the Licensee to exercise the user rights of the Licensee with its current features and "as it is", without any class of warranty, aside from the aforementioned. This express warranty is granted in the place of other warranties, explicit or implied, whether of fact or derived from the law, regulations or otherwise, including warranties, terms, or conditions of merchantability, suitable for a particular purpose, satisfactory quality and non-infringement, each of them expressly excluded. The Licensee and the User recognize that the distributors or agents of COFEM are not allowed to provide any guarantee of any kind nor manifestation in connection with the use, suitability, or the results of use of the App "Cofem Guard", or in connection with its precision, accuracy or reliability, and none of the guarantees or manifestations have any effect, other than those set out in this License. It is the responsibility of the Licensee to ensure that the App "Cofem Guard" meets their needs. The User and the Licensee cannot transfer the responsibility to COFEM - or the application of warranties - for all the risks of implementation and results obtained by the App Cofem Guard, nor for its suitability for the programmed and expected use.

7.7. It is understood that COFEM is released from its obligations under the expressed warranty when the defect has been caused by circumstances for which COFEM is not responsible, including, without being limited to: (a) a breach in the conditions for the use and operations contained in the description of the App "Cofem Guard", and in particular of the manual and/or help screen that accompanies it; (b) failure to comply with the provisions of this License; (c) unauthorized modification or interference with the App either on part of the User, the Licensee or a third party; (d) errors in the use of the App "Cofem Guard" on the part of the User, the Licensee, or third party personnel; (e) influences from systems or programs that have not been supplied by COFEM or the Licensee; (f) use of a computing device that is not a Specified Computing Device.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. The Licensee (and, by extension, the User) shall only hold those rights related to the App "Cofem Guard" that have been expressly described and granted in this License. Any other rights regarding the App, including but not limited to, property rights, copyrights, patents, trademarks, trade secrets and any other intellectual or industrial property rights, remain the exclusive property of COFEM or, where appropriate, of its Licensees, of which COFEM is the beneficiary

8.2. The User and the Licensee are informed that the concrete open-source licenses applicable to the libraries used to capture QR codes "Android_ QR code", "actionbarsherlock", "appcompat_v7_10" and "Google Play Services for the GCM", are the license Apache License 2.0. The license texts can be consulted by the User in the installation directory of the App "Cofem Guard". Without prejudice to what may be established in this LICENSE AGREEMENT as the legally permitted limitations to the mandatory laws that govern them, it is expressly established that the User and the Licensee can perform all that is determined by said mandatory laws.

8.3. Neither the Licensee nor the User will delete from the App "Cofem Guard" any reference to the copyright, trademark or other proprietary rights, nor will they cover or obscure, in any manner, any of these references, nor will they plagiarize them in other solutions. The Licensee and the User shall take all reasonable steps to prevent any use, reproduction, sale or publication of the App "Cofem Guard" that is unauthorized or the unauthorized access of the same.

8.4. The User and the Licensee will jointly indemnify COFEM and hold it harmless for any loss, damages, claims and expenses, (including, without being limited to, reasonable legal expenses for the defense and legal representation at trial) related to the non-compliance on the part of the User or the Licensee of this License.

9. RESPONSIBILITIES

9.1. COFEM is not committed nor responsible, to any person or entity, in respect to any damages allegedly caused by the use or non-use of the App "Cofem Guard", both directly or indirectly, including (without being limited to), interruptions of work, economic loss, or loss of profits expected as a result of their use.

9.2. The Licensee and the User are responsible for the use of the App "Cofem Guard" made by other people under the same "login" and "password", having been warned above of the obligations concerning the prohibition of sharing the "login" and "password" and the consequences that this might entail. The Licensee and the User assume any harm, damages, and/or costs that may arise from this, and specially, from the incompatibilities between the App or its updates, and the software owned by third parties that the Licensee or User may have installed on their device, as well as other problems that may originate from the interaction between both programs and, in particular, from sharing the "login" and "password" with third parties in non-compliance with the instructions and obligations of this License.

9.3. The Licensee will have the exclusive responsibility to ensure that, before using the "login" and "password", the User possesses the necessary knowledge for the proper installation and use of the App Cofem Guard, as well as the terms of this License. COFEM is not liable for problems or defects that may arise as a result of inadequate knowledge by the Users or by the Licensee of the App "Cofem Guard".

9.4. To the extent permitted by the applicable law, COFEM shall not be liable before the Licensee nor before the User for any loss or damage, whether direct, indirect or consequential, including but not limited to, the loss of profits, unrealized cost reductions, loss of data, increased costs on part of the Licensee and/or the User or any other financial loss, resulting from, or related to the purchase, license, use, failure or interruption of the operation of the App Cofem Guard and the services COFEM offers in respect to the same. The preceding limitation of liability shall also apply in the case that COFEM has been notified of the possibility of incurring in such losses. COFEM will only be responsible for losses or damages caused by a seriously negligent or intentional action by COFEM. This limitation of liability applies to all claims for loss or damages regardless of their legal basis, including, without being limited to, claims based on extra-contractual, contractual, pre-contractual, or quasi-contractual responsibility. This limitation of liability will also apply to all executives, managers, or employees of COFEM, or to any representative, distributor, or agent of COFEM that is involved in the development, marketing, commercialization or delivery of the App Cofem Guard.

9.5. In no case will COFEM be liable for damages greater than the fee referred to in clause 3 and actually paid by the Licensee to COFEM, even if the User and/or the Licensee has informed COFEM of the possibility of such damages.

9.6. The validity of the warranties and responsibilities, or their limitations, established in this license of use, will be subject to the provisions made by the legislation that affects them in the different States and/or Jurisdictions.

9.7. In any case, COFEM shall be released from their responsibilities before the Licensee and/or the User, if the App "Cofem Guard": (a) has been modified by the User and/or the Licensee; or (b) is being used with other programs or data and this combination has led to the infringement of the right of a third party; (c) has been used in a computer device that is not a Specified Computing Device; or (d) has been used and applied under conditions other than those specified in the description; or (e) has been used for purposes other than those for which it has been licensed by this License.

10. RESOLUTION

10.1. Without prejudice to any other right of withdrawal provided for in this License, either party shall have the right to resolve this License at any time and effective immediately in the case of a breach of a contractual obligation by the other party, including without being limited to, breach by the Licensee or by the User of their contractual obligations to COFEM or its distributors or agents, especially –but not only- in the payment made to COFEM by the Licensee for the costs of the license established in clause 3 of the agreement, if the offending party does not remedy the breach within thirty (30) days of being notified of the matter in writing.

10.2. In the event of the resolution of this License for any reason, all the rights of use for the App "Cofem Guard" held by the User and the Licensee shall expire. As soon as it is possible, from the time of the resolution of this License, the User and/or the Licensee will un-install and destroy the App "Cofem Guard" and all copies or partial copies which have been made, as well as all modified parts of the same or interconnected parts that connect to other programs or data systems and, up to the possible limit, all security mechanisms.

10.3. In case of resolution or in case that the User and/or the Licensee are not in accordance with the terms and conditions of this License, neither the Licensee nor the User will be authorized to use the App "Cofem Guard". In this case, the User will also be obligated to not use the "login" and "password" that the Licensee has communicated to the User for the activation and use of the App Cofem Guard with other devices.

11. APPLICABLE LAW AND JURISDICTION.

11.1. Within the limits imposed by mandatory rules, this License is governed by the laws of the common law of Spain, excluding the norms for the conflict of laws and excluding the United Nation's Convention on the International Purchase and Sale of Goods.

11.2. Likewise, the competent courts shall be the ordinary courts of Barcelona, Spain. COFEM also has, at its sole discretion, the right to invoke as competent the courts of the domicile or of the business center of the Licensee and/or the User.

12. GENERAL PROVISIONS.

12.1. Nothing in this License shall be interpreted against the rights that one of the parties may have by virtue of mandatory rules.

12.2. If it is determined that any part of this License is void and unenforceable, it will not affect the validity of the remainder of this License, which will remain valid and enforceable in accordance with its terms and will be understood as replaced under the most similar principles established by the same.

12.3. This License may only be modified by a document signed by an authorized representative of COFEM. COFEM may grant a license to the Licensee for updates with additional or different terms.

12.4. This License represents the full agreement of COFEM with the Licensee (and, by extension, the User) in respect to the App “Cofem Guard” and replaces any previous representation, discussion, commitment, communication or advertising related to the same.

12.5. COFEM reserves at all times the right to update or modify the terms of the License, which will take effect at any time and in any form provided they have notified the Licensee at least 30 days prior. If the Licensee does not wish to be bound by the License after such modification, they can resolve it by prior notice to COFEM before it being enforced; if the User does not wish to be bound by the License after such modification, they must stop using the App “Cofem Guard” and alert the Licensee.

12.6. COFEM expressly reserves any rights that may belong to it and that were not granted to the Licensee (and, by extension, the User) by virtue of this License.

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