

LICENSE OF USE AGREEMENT FOR THE APP “COFEM INSTALLERS”

Please read this LICENSE Agreement carefully before using the “Cofem INSTALLERS” App, whose use is only designed and authorized (under the definitions and limitations that will be described below) for the collection of configuration data from the Detection Plants and Fire Alarm “Lyon”, “Zafir” and “Compact Lyon” of COFEM via the software “I-LINK”.

By making use of the “Cofem INSTALLERS” App, you will be accepting the terms of this LICENSE Agreement. If you are not satisfied and do not accept them, do not use the App “Cofem INSTALLERS”

TERMS AND CONDITIONS OF USE FOR THE APPLICATIONS “COFEM INSTALLERS”

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This version of the Application is available for free.

Access to the Application means that the User acknowledges that he or she has accepted and consented without reservation to these conditions of use.

The software is intended to be an informative tool from which the User cannot perform any action related to the extinction or detection of a fire. In this sense, it is only intended to be used where there is already a team that is responsible for the detection and possible extinction of the fire.

Any express or implicit adaption guarantee of the software “Cofem INSTALLERS” for this type of activities is expressly rejected.

1. SCOPE

1.1 The “Cofem INSTALLERS” APPLICATION is an application for Android systems, to help with the configuration of COFEM fire stations, in particular, the COFEM “Lyon”, “Zafir”, and “Compact Lyon” Fire Detection and Alarm Centers, which can upload and download configuration information in the “I-LINK” software.

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2.5 Both the right to use the Software of the Licensee and the exercise of this right of use by the User will always be subject to this License. The User's right to use the Application is conditional upon the Licensee having not withdrawn the User's authorization to use the Software on behalf of the Licensee at any time.

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3.1 The LICENSE of use granted by this LICENSE Agreement to the Licensee and which the User will exercise on its behalf, is only granted for a Specified Computer Device. A "Specified Computer Device" is a mobile device that complies with everything that is established in this LICENSE Agreement and in the screen help that accompanies the "Cofem INSTALLERS" App.

3.2 Notwithstanding the limitations detailed in this LICENSE Agreement and in the screen assistance that accompanies the "Cofem INSTALLERS" App, the User may uninstall the "Cofem INSTALLERS" App and install it in another device for its use, always when said devices are compatible as necessary for the same. However, you cannot perform such action if it is to share this license between different devices.

3.3 The use of the App "Cofem INSTALLERS" can only be used following the precise instructions of the licensor. It is expressly forbidden to use the same to de-configure the COFEM switchboards those which have not been expressly authorized by the licensee. As a consequence, the licensee must apply the necessary measures for unauthorized third parties to use the APP "Cofem INSTALLERS" in a manner contrary to this license agreement, and the User must follow such security measures that the licensee instructs to that effect.

3.4 The LICENSE of use, conferred by this LICENSE Agreement grants the right to use the App "Cofem INSTALLERS" in the device of your choice, provided that it complies with what is stated in this LICENSE Agreement, especially in relation to its limitations and warnings, and is installed with an Android operating system from version 2.2 to version 4.4.2., exclusively for the

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3.5 In addition, the App "Cofem INSTALLERS" will require for its use all of the following:

a) That the User has access to the Internet and the device with which the App "Cofem INSTALLERS" is used is at that moment connected to the Internet.

b) That the I-LINK software is operative and connected to the Internet, as well as the computers and mobile devices of the Licensee by which the corresponding e-mails are received regarding the incidents related to the fires.

c) That the services used by the App "Cofem INSTALLERS" that run with the functionalities of Google are operational.

d) That the applications installed on the device on which the User has installed the App "Cofem INSTALLERS" do not obstruct the operation of the App "Cofem INSTALLERS" for reasons of hardware, capacity, or memory management.

3.6 The use of the App "Cofem INSTALLERS" for a different purpose other than for which it is licensed, as well as under other circumstances to those detailed in this license agreement and in the assistance screen that accompanies the App "Cofem INSTALLERS", is not allowed. In particular, the use of the App "Cofem INSTALLERS" is prohibited when it is carried out in violation of the provisions of this license agreement.

3.7 In addition to all that is detailed in this LICENSE Agreement, the LICENSE conferred is subject to the following limits:

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b) The App "COFEM INSTALLER" will be fully or partially installed, stored, and used only on the Specified Computer Device in accordance with the Licensor's installation instructions

c) A copy of the App "Cofem INSTALLERS" may be made exclusively for security and filing reasons, said copy must be accompanied by a copyright notice along with all additional references on the rights of COFEM on the App "Cofem INSTALLERS" and the designation of the original version, including references to third parties

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5.3 The User and the Licensee must take into account that the services and/or characteristics of the Fire Detection and Alarm Centers “Lyon”, “Zafir”, and “Compact Lyon” and/or the Software “I-LINK”, and/or of the App “Cofem INSTALLERS”, have been able to be modified in order to adapt to the technological evolution, allowing its change to a new version of the Software or a new solution as established by COFEM.

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5.5 The User and the Licensee acknowledge and accept that COFEM can provide updates or supplements to the Software that will be downloaded automatically, without COFEM being obligated to do so by default.

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7.3 In accordance with the provisions of Regulation (EU) 2016/679 of April 27, 2016 (GDPR), it is reported that the personal data provided through the acceptance of these Terms and Conditions will be processed by COFEM, S.A. for the purpose of providing the service described in section "1. SCOPE "of this document and will be kept for the duration of the contractual relationship regulating the use of the Application, with the sole purpose of facilitating the introduction of improvements in future versions of the Software, the processing of the information of the facilities, access to users, screens, and user interaction and locks and exceptions. Likewise, it is reported that you can withdraw your consent at any time and exercise the rights of access, rectification, deletion, portability, limitation, and opposition by contacting COFEM, S.A., C/ Compositor Wagner, 8, P.I. Can Jardí, 08191, Rubí, BARCELONA. You can also submit a claim to the Supervisory Authority (www.agpd.es) if you consider that the processing does not comply with current regulations.

7.4 In particular, by way of illustration, but not exhaustive, the data that COFEM could collect are the following:

- a) Installation identification.
- b) Telephone numbers or emails from each registered user.
- c) The "Login" from each registered user.
- d) The "Password" from each registered user.
- e) The events of the fire detection and alarm system.
- f) The "Activity Logs" from each user.

7.5. For the appropriate purposes, the User and the Licensee are informed and consent to the processing of their data by COFEM for the purposes described in this License, in particular regarding the data that is also entered manually or automatically into the COFEM files either by the automatic systems of COFEM or directly by the Licensee and/or the User manually or by their activity with the Software, being able to exercise their ARCO rights (data protection rights) before COFEM by contacting COFEM by any of the contact channels indicated in this License, in order to be able to help in channeling of the aforementioned.

7.6 COFEM, S.A. reserves the right to make, at any time and without prior notice, modifications and updates in the Application. Likewise, it also reserves the right to modify these Terms and Conditions in order to adapt them to possible legislative changes and changes in the

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7.5 In no case shall COFEM be liable for damages greater than the amounts actually paid by the Licensee to COFEM or to a COFEM distributor -to the extent perceived by COFEM- to obtain the Fire Detection and Alarm Centers "Lyon", "Zafir", or "Compact Lyon" of COFEM plus those that would have been paid to obtain access to certain functionalities of the software "I-LINK" with corresponding rights to license the User to the use of the App "Cofem INSTALLERS", even when the User or the Licensee has informed COFEM of the possibility of such damages.

7.6 The validity of the guarantees and responsibilities, or their limitations, established in this license of use, will be subject to the provisions in this regard by the legislation that affects them in the different states and/or jurisdictions where applicable.

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5.2 If there is any defect in the App "Cofem INSTALLERS", as well as the descriptive documentary material of the same, the User undertakes the task to document (in its case, to reproduce) the defect, which must be informed to COFEM through the Licensee as soon as possible. COFEM must be informed by the Licensee two (2) days after the detection of the problem. Otherwise, COFEM will be exempted from any liability or duty of guarantee within the maximum allowed by the mandatory standards.

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5.5 Neither the User nor the Licensee will carry out modifications or repairs by themselves or allow such modifications or repairs to be carried out by unauthorized third parties. When requested by COFEM or the Licensee, the User will support them in the analysis of the causes and conditions that give rise to the defect, as well as the development and proof of correction codes or in an indirect or alternative solution.

5.6 The only remedies in case of defects of the App “Cofem INSTALLERS” are those of the express warranty mentioned above. The App “Cofem INSTALLERS” is licensed to the Licensee and the User authorized by said Licensee is allowed to exercise the right of use of the Licensee with its current characteristics and “as it is”, without any kind of guarantee, aside from the above mentioned. Said express guarantee is granted in lieu of any other guarantees, express or implicit, whether as a fact or derived from the law, regulations or in any other way, including guarantees, clauses or mercantile conditions, suitable for a particular use, satisfactory quality and without infringement, each of them expressly excluded. The User and the Licensee acknowledge that the distributors or agents of COFEM are not authorized to provide any guarantee of any kind or statement regarding the use, suitability, or results of use of the App “Cofem INSTALLERS”, or in connection with the precision, accuracy, or reliability therein mentioned, and none of the warranties or statements have any effect, other than those set forth in this LICENSE Agreement. The Licensee shall be responsible for selecting that the App “Cofem INSTALLERS” meets your needs. The User and the Licensee may not transfer the responsibility to COFEM -or the application of any guarantee- for all the risks on the execution and results obtained by the App “Cofem INSTALLERS” or on its suitability for scheduled and expected use.

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(b) breach of the provisions of this LICENSE Agreement;

(c) unauthorized modifications or interference of the App “Cofem INSTALLERS” either by the User, the Licensee or third parties;

(d) errors in the use of the App “Cofem INSTALLERS” by the User, the Licensee or by third-party personnel;

(e) influences of systems or programs that have not been provided by COFEM or the Licensee; or

(f) use on a computing device other than the Specified Computer Device.

10. LIABILITY

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10.3 The Licensee and the User shall assume any damages, losses, and/or costs that may arise from the incompatibilities between the Software or its updates, and the Software owned by third parties that the Licensee and/or User may have installed on their device, as well as other problems that could be caused by the interaction between both programs and, in particular, by sharing your “login” and “password” with third parties in breach of the instructions and obligations of this License.

10.4 The Licensee shall have the exclusive responsibility to ensure that, before the use of the “login” and the “password”, the necessary knowledge is possessed by the User on the proper installation and use of the Software, as well as the terms of this License. COFEM will not be responsible for any problems or defects that may arise due to insufficient knowledge on the part of the Users or the Licensee regarding the Software.

10.5 To the extent permitted by applicable law, COFEM will not be liable to the Licensee nor the User for any loss or damage, whether direct, indirect or consequential, including and without limitation, loss of profits, unrealized cost reductions, loss of data, increase of costs by the Licensee and/or the User or any other financial losses, resulting from, or related to, the purchase, license, use, failure, or interruption of the operation of the Software and the services that offers COFEM with respect to it. The preceding limitation of liability will also apply if COFEM has been notified of the possibility of incurring such losses. COFEM will only be responsible for the losses or damages caused by a seriously negligent or fraudulent action of COFEM. This limitation of liability shall apply to all claims for loss or damage without distinction of its legal bases, including, but not limited to, claims based on non-contractual, contractual, pre-contractual, or quasi-contractual liability. This limitation of liability shall also apply to all directors, administrators, or employees of COFEM, or any representative, distributor or agent of COFEM who are involved in the development, marketing, commercializing, or supply of the Software.

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(b) is being used with other programs or data and such combination has led to the infringement of a third parties’ right:

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11.3 In case of resolution or in case the User and/or the Licensee do not agree with the terms and conditions of this License, neither the Licensee nor the User will be authorized to use the Software. In this case, the User will also be obliged to no longer use the "login" and "password" details that the Licensee has communicated.

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