



APPENDIX III: SPECIFIC TERMS AND CONDITIONS FOR INSTALLATION

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PREAMBLE

IZIX SRL has developed hardware equipment providing access control over the Building(s) in order for the Owner to benefit and to allow the Occupant to benefit from IZIX SRL Services. Such hardware equipment can directly be installed by IZIX on the Owner’s premises. This appendix specifically applies to cases where the Owner wants to order IZIX SRL equipment, including the installation of such equipment.

The Parties hereby agree as follows:

1. SCOPE

- 1.1 These Specific Terms and Conditions (the “Installation Terms”) describe the terms and conditions under which the Owner (hereinafter “You”) can order the installation of IZIX Equipment on its Building or Parking Space, for the access and benefit of the IZIX Services by its Occupant(s) and User(s). The Owner and IZIX are together referred to as the “Parties” and individually as a “Party”.
- 1.2 The Installation Terms supplement and amend the General Terms and Conditions of IZIX. In case of contradiction between the Installation Terms and the General Terms and Conditions, the provisions of the Installation Terms shall prevail.

2. DEFINITIONS

- 2.1 Capitalized words used in the Agreement shall exclusively have the following meaning:
 - 2.1.1 “**Hardware and installation Fees**” means all fees due by the Owner for the production, delivery, installation, setup, loan, reparation or removal of any IZIX equipment in the Building(s) to enable the access and benefit of the IZIX Services.
 - 2.1.2 “**IZIX Equipment**” means any and all hardware, materials or other physical component, including the Access Device, necessary to install in the Building(s) for the proper functioning and enjoyment of IZIX Services.
 - 2.1.3 “**License Fees**” means all fees due by the Customer for the access and use of the IZIX Solution, including its additional functionalities as covered by IZIX Specific Terms and Conditions applicable to such additional functionalities.
 - 2.1.4 “**Service Fees**” means all fees for services completing the provision of IZIX Equipment and/or IZIX Solution, such as notably, without limiting to the project management, the provision of training sessions, consultancy services, the onboarding of a new Occupant or User and/or the tailor-made developments made on the IZIX Solution for the Customer, as covered by IZIX Specific Terms and Conditions for Ancillary Services.
 - 2.1.5 “**Warranty Period**” means the 365 days period following the effective installation of the IZIX Equipment and/or Access Device.

3. OBLIGATIONS OF THE OWNER

- 3.1 During the term of the Agreement, the Owner agrees to comply with the following obligations:
 - 3.1.1 to grant immediate, easy, direct and unhindered access to the Building(s) upon request from IZIX. This access will be granted for the purpose of enabling IZIX to perform its contractual rights and obligations including but not limited to evaluation of the Buildings implementation constraints, installing of IZIX Equipment, ensuring maintenance of the IZIX Services or removing IZIX Equipment as needed.
 - 3.1.2 to make the necessary arrangements with IZIX to permit IZIX access to the materials and equipment in the Building(s) necessary to install and to use the IZIX Services

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- in the Buildings, including but not limited to electricity and telecommunication services.
- 3.1.3 to inform and assist the Company as soon as possible of any request for support from Occupants and/or Users that may be addressed to the Owner in relation to the IZIX Solution, and to help IZIX to respond to them.
- 3.2 The Owner fully authorizes IZIX to install and to provide the IZIX Services in the Building(s) mentioned in the Order Form signed with IZIX.
- 3.3 The Owner has access to the aggregate information on the use by the Occupant(s) and/or Users of the Building(s) or parts of its Building(s) as well as to the configuration aspects of its parking lots (zones, barriers, leases, etc.).

4. INSTALLATION AND WARRANTY OF THE ACCESS DEVICE

- 4.1 During the setup phase of IZIX Solution, IZIX will, unless otherwise agreed in writing, install IZIX Equipment, including notably Access Device for parking lot access, installed in the barrier, at gate of the parking lot, in the parking lot or in its immediate vicinity.
- 4.2 IZIX will proceed (if necessary, via one of its partners) with the installation of the IZIX Equipment and/or the Access Device under the conditions agreed upon in the Order Form.
- 4.3 Where the Building is already equipped with a system that is compatible with the IZIX Solution, subject to prior evaluation and validation by IZIX, the installation can be done by integrating the IZIX Solution into the access control device in place via an API made available by IZIX.
- 4.4 For the sake of clarity, both Parties declare that they understand that the risk on IZIX Equipment and/or Access Devices are transferred directly from IZIX to the Owner upon signature of the Order Form, but that IZIX retains the entire property rights on the installed Access Devices until full payment of IZIX invoices.
- 4.5 Upon full payment of IZIX invoices, any and all property rights (to the exclusion of IZIX IP) on the IZIX Equipment and/or Access Device are transferred to the Owner. The Owner is the sole responsible for taking appropriate insurance policies for the protection of the IZIX Equipment and/or Access Device, and IZIX bears no responsibility for damage or non-performance arising out or in connection with the use of IZIX Equipment and/or Access Device, except in the following cases only:
 - 4.5.1 in case of damage or non-performance directly caused by a defect discovered within the Warranty Period;
 - 4.5.2 where the damage or non-performance arises out or is in connection with failure by IZIX of its maintenance obligations;
- 4.6 IZIX may never be liable for damages or non-performance arising out or in connection with:
 - 4.6.1 Act or omission by the Owner, the Occupant or any User;
 - 4.6.2 Act or omission by any third-party;
 - 4.6.3 Force Majeure events;
 - 4.6.4 Any defect of the IZIX Equipment and/or Access Device outside the Warranty Period.
- 4.7 Where the warranty provided by article 4.5 applies, the following should be the exclusive remedies available to the Customer, by order of priority and as determined by IZIX in its sole discretion:
 - 4.7.1 IZIX will repair or replace, free of charge, the relevant IZIX Equipment and/or Access Device;
 - 4.7.2 IZIX will reimburse the Owner for the price paid for the relevant IZIX Equipment and/or Access Device as indicated on the Order Form;
- 4.8 In case of damage to- or non-performance of IZIX Equipment and/or Access Devices not arising out or in connection with a reasonably normal use of the IZIX Equipment and/or Access Devices or where the damage or non-performance is caused by the Owner, the Occupant, the User or any other third-party, , the Owner must inform IZIX immediately and the reparations or replacement must be done by IZIX (of one of its partners designated by IZIX) at the cost and expenses of the Owner.

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