



IZIX – Specific terms & Conditions – Parking Desk

APPENDIX IV: SPECIFIC TERMS AND CONDITIONS FOR PARKING DESK SERVICE

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PREAMBLE

In addition to its Solution and Services, IZIX SRL may also provide a support service designed to enhance the functionality and accessibility of parking facilities through an intercom hotline. Any User may use the intercom hotline to communicate with IZIX SRL to enjoy the full benefit of IZIX SRL Services. This appendix specifically applies where the Owner requires the provision of such additional support service by IZIX SRL.

The Parties hereby agree as follows:

1. SCOPE

- 1.1 These Specific Terms and Conditions (the “Parking Desk Terms”) describe the terms and conditions under which the Owner can order the IZIX Parking Desk Service (hereafter the “Parking Desk Service”) which consists of an intercom hotline for all or parts of the Building(s) of the Owner and, where specifically ordered by the Owner, the installation of the required equipment for the performance of this intercom hotline (hereafter the “Intercom Material”). The Owner and IZIX are together referred to as the “Parties” and individually as a “Party”.
- 1.2 The Parking Desk Terms supplement and amend the General Terms and Conditions of IZIX. In case of contradiction between the Parking Desk Terms and the General Terms and Conditions, the provisions of the Parking Desk 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 Intercom Material in the Building(s) to enable or facilitate the provision of the Parking Desk Service.
- 2.1.2 “**Parking Desk Service Fees**” means all fees for services completing the provision of the intercom hotline at the Building(s) of the Owner by IZIX.
- 2.1.3 “**Warranty Period**” means the 365 days period following the effective installation of the IZIX Intercom Material.

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 Intercom Material, ensuring maintenance of the Parking Desk Service or removing Intercom Material 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 Parking Desk Service in the Buildings, including but not limited to electricity and telecommunication services.
- 3.1.3 to inform and assist IZIX as soon as possible of any request for support from third-parties that may be addressed to the Owner in relation to the Parking Desk Service, and to help IZIX to respond to them.
- 3.1.4 to provide all the required information to operate the Parking Desk Service and keep IZIX up to date with any

- 3.2 The Owner fully authorizes IZIX to install and to provide the Parking Desk Service in the Building(s) mentioned in the Order Form signed with IZIX.

4. INSTALLATION AND WARRANTY OF THE INTERCOM MATERIAL

- 4.1 Where the Owner specifically request in the relevant Order Form the installation of Intercom Material, the provisions of this article will apply.
- 4.2 IZIX will proceed (if necessary, via one of its partners), with the installation of the Intercom Material under the conditions agreed upon in the Order Form.
- 4.3 Both Parties declare that they understand that the risk on Intercom Material 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 Intercom Material until full payment of IZIX invoices.
- 4.4 Upon full payment of IZIX invoices, any and all property rights (to the exclusion of IZIX IP) on the Intercom Material are transferred to the Owner. The Owner is the sole responsible for taking appropriate insurance policies for the protection of the Intercom Material, and IZIX bears no responsibility for damage or non-performance arising out or in connection with the use of Intercom Material, except in the following cases only:
- 4.4.1 in case of damage or non-performance directly caused by a defect discovered within the Warranty Period;
- 4.4.2 where the damage or non-performance arises out or is in connection with failure by IZIX of its maintenance obligations;
- 4.5 IZIX may never be liable for damages or non-performance arising out or in connection with:
- 4.5.1 Act or omission by the Owner, the Occupant or any User;
- 4.5.2 Act or omission by any third-party;
- 4.5.3 Force Majeure events;
- 4.5.4 Any defect of the Intercom Material arising out outside the Warranty Period.
- 4.6 Where the warranty provided by article 4.5 applies, the following should be the exclusive remedies available to the Owner, by order of priority and as determined by IZIX in its sole discretion:
- 4.6.1 IZIX will repair or replace, free of charge, the relevant Intercom Material;
- 4.6.2 IZIX will reimburse the Owner for the price paid for the Intercom Material as indicated on the Order Form;
- 4.7 In case of damage to- or non-performance of Intercom Material not arising out or in connection with a reasonably normal use of the Intercom Material 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.
- 4.8 The Owner acknowledges and agrees that the Parking Desk Service ultimately rely on underlying services such as intercom network, internet connection or electricity. IZIX shall bear no liability for failure to provide the Parking Desk Service or to give access to Building(s) as a result of damages or non-performance of such underlying services. IZIX will inform the Owner in advance of any necessary underlying service, but the Owner is the sole responsible for ensuring the good functioning of such services.

5. MATERIAL OF THE OWNER

- 5.1 If the Building is already equipped with the necessary equipment to provide the Parking Desk Service, as determined by IZIX in its sole discretion, the provisions of this article will apply.
- 5.2 IZIX may never be liable for any failure to perform the Parking Desk Service arising out or in connection with any defect or non-performance of the equipment installed in the Building(s) by the Owner or any third-party. The Owner will defend, indemnify and hold IZIX harmless from and against any and all damages or losses arising out or in connection with any third-party claim for damages caused by the defect or non-performance of the equipment installed in the Building(s) by the Owner or any third-party.

6. PERFORMANCE OF THE PARKING DESK SERVICE

- 6.1 The parties expressly acknowledge and agree that the Parking Desk Terms does not imply the provision of any guarding, security or surveillance service by IZIX. Therefore, IZIX shall bear no responsibility



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- for any damage, loss or claim arising out or in connection with the control of access to the Building(s) or be subject to any obligations or constraints associated with any regulation on private security services.
- 6.2 For the performance of the Parking Desk Service, IZIX may subcontract all or parts of its responsibilities to a third-party without the prior consent of the Owner.
- 6.3 In principle, all obligations of IZIX are best efforts obligations and nothing in the Parking Desk Terms may be interpreted as an obligation to reach a certain result.
- 6.4 IZIX will deliver the Parking Desk Service in accordance with the documented instructions of the Owner in the Order Form only. IZIX shall bear no responsibility for any damage, loss or claim arising out or in connection with the implementation of the Owner's instructions.

LAST UPDATE DATE: October 28th 2024