

APPENDIX III

SPECIFIC TERMS & CONDITIONS FOR INSTALLATION

Preamble

IZIX SRL has developed hardware equipment providing access control over the Building(s) in order for the Customer 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 Customer 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 Customer (hereinafter "You") can order the installation of IZIX Equipment on the Building or Parking Lot(s) concerned, for the access and benefit of the IZIX Services by its Occupant(s) and User(s). The Customer 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.
- 1.3 The Installation Terms govern the ordering, installation, risk, ownership, fail-safe configuration and warranty of the IZIX Equipment, as well as the related obligations of the Owner. The Maintenance and Support Services relating to the IZIX Equipment installed under the Installation Terms, including monitoring, remote diagnostics, on-site intervention and repair or replacement lead times, are set out in the Service-Level Agreement, and in particular in Part B thereof.

2. Definitions

- 2.1 Capitalized terms not defined in the Installation Terms have the meaning given to them in the General Terms and Conditions. For the purposes of the Installation Terms, the following terms have the following meaning:
 - 2.1.1 "**Warranty Period**" means the 365 days period following the effective installation of the IZIX Equipment and/or IoT Access Device.

3. Obligations of the Customer

- 3.1 During the term of the Agreement, the Customer agrees to comply with the following obligations:
 - 3.1.1 to inform and assist IZIX as soon as possible of any request for support from Occupants and/or Users that may be addressed to the Customer in relation to the IZIX Solution, and to help IZIX to respond to them.
 - 3.1.2 to provide IZIX with diagnostic information confirming whether or not the non-operation of the barrier or gate is due to the non-operation of the IoT Access Device.
- 3.2 Where the performance of the Installation Terms requires access to the Building(s) or intervention on the Building Equipment, the following obligations apply to the Owner. Where the Customer is not the Owner, the Customer shall use its best efforts to procure their performance by the Owner:
 - 3.2.1 to grant IZIX and its Auxiliaries immediate, easy, direct and unhindered access to the Building(s), the IoT Access Device and the Peripheral Equipment 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.
 - 3.2.2 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 in the Buildings, including but not limited to electricity and telecommunication services.
 - 3.2.3 to ensure the proper functioning of the Building Equipment under its responsibility, including the barrier or gate mechanism, the power supply and any Owner-provided infrastructure.
 - 3.2.4 to inform IZIX in advance of any planned modification of the physical environment of the Parking Lot reasonably likely to affect the IoT Access Device, the Peripheral Equipment or their connectivity.
- 3.3 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.

4. Installation and Warranty of the IZIX Equipment

- 4.1 During the setup phase of IZIX Solution, IZIX will, unless otherwise agreed in writing, install IZIX Equipment, including notably the IoT Access Device for Parking Lot access, installed in the barrier, at the 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 Auxiliaries) with the installation of the IZIX Equipment and/or the IoT 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. In that case, the interoperability between that third-party access control system and the IZIX Solution is governed by the Specific Terms & Conditions for API Access and Third-Party Integrations, and the Installation Terms apply only to any IZIX Equipment actually supplied and installed by IZIX.
- 4.4 For the sake of clarity, both Parties declare that they understand that the risk on IZIX Equipment and/or IoT Access Devices is transferred directly from IZIX to the Customer designated in the Order Form upon signature of that Order Form, but that IZIX retains the entire property rights on the installed IoT 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 IoT Access Device are transferred to the Customer designated in the Order Form. That Customer is solely responsible for taking appropriate insurance policies for the protection of the IZIX Equipment and/or IoT Access Device, and IZIX bears no responsibility for damage or non-performance arising out of or in connection with the use of IZIX Equipment and/or IoT 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 of or is in connection with failure by IZIX of its maintenance obligations as set out in the Service-Level Agreement.
- 4.6 IZIX shall not be liable for damages or non-performance arising out of 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 IoT Access Device outside the Warranty Period.
- 4.7 Where supported by the installed model, default Fail-Open Mode is configurable by IZIX on behalf of the Customer, who remains responsible for the configuration choices applicable to the Parking Lots concerned. Where Fail-Open Mode or an equivalent fail-safe behaviour is available on the installed model and the Customer elects not to enable it, or where the Customer has selected a model without such capability, the Customer acknowledges that it bears the consequences of any interruption of physical access during periods of unavailability that such behaviour would have mitigated.
- 4.8 Where IZIX has installed Peripheral Equipment relying on optical recognition, IZIX provides at least one alternative means of opening the barrier or gate, such as opening through the Mobile App, a QR code or a keypad. Where such an alternative means is available and the Customer elects not to enable it, or does not communicate it to its Occupants and Users, the Customer acknowledges that it bears the consequences of any interruption of physical access that such means would have avoided.
- 4.9 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. The intervention, repair and replacement timelines applicable to such remedies are those set out in Part B of the Service-Level Agreement:
 - 4.9.1 IZIX will repair or replace, free of charge, the relevant IZIX Equipment and/or IoT Access Device;
 - 4.9.2 IZIX will reimburse the Customer for the price paid for the relevant IZIX Equipment and/or IoT Access Device as indicated on the Order Form.
- 4.10 Outside the Warranty Period, any intervention, repair or replacement of the IZIX Equipment is carried out by IZIX in accordance with the Service-Level Agreement, at the cost and expenses of the Customer.
- 4.11 In case of damage to, or non-performance of, IZIX Equipment and/or IoT Access Devices not arising out of or in connection with a reasonably normal use of the IZIX Equipment and/or IoT Access Devices or where the damage or non-performance is caused by the Owner, the Occupant, the User or any other third-party, the Customer must inform IZIX immediately and the repairs or replacement must be

done by IZIX (or one of its Auxiliaries designated by IZIX) at the cost and expenses of the Customer.

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