

APPENDIX VI

SPECIFIC TERMS & CONDITIONS FOR API ACCESS AND THIRD-PARTY INTEGRATIONS

Preamble

IZIX has developed and manages a solution for the management of Parking Lots and parking spaces. Its solution allows access control to buildings for end-users based on the instructions of its customers, which are either the owner or tenant of that building and/or its occupants.

For this access control, and for other functionalities of the IZIX Solution, the IZIX Solution may need to interoperate with systems that are not supplied by IZIX, such as and not limited to access control systems, electric vehicle charging systems, visitor management systems or corporate identity and directory systems.

Three scenarios are possible:

- 1) IZIX supplies and installs its own access control equipment. All legal aspects of it are exclusively regulated by Appendix III – Specific Terms & Conditions for Installation. This is thus not in scope of the present Appendix; OR/AND
- 2) The Customer, or a third party acting on its behalf, wishes to build its own integration between a Third-Party System and the IZIX Solution. In that case IZIX provides access to the IZIX API and is responsible for the availability and stability of that interface. This scenario is governed by Part A of the present Appendix; OR/AND
- 3) IZIX has developed a standard Middleware for a given Third-Party System and licenses it to the Customer. In that case what IZIX supplies is not access to the IZIX API as such, but a complete interoperability solution including the Middleware, which is IZIX technology. This scenario is governed by Part B of the present Appendix.

In scenarios 2) and 3), IZIX acts as a technical integrator only. IZIX does not supply, resell, sublicense or operate any Third-Party System.

The Parties hereby agree as follows:

1. Scope

- 1.1 These Specific Terms and Conditions (the “**Integration Terms**”) describe the terms and conditions under which the Customer can access the IZIX API and/or license IZIX Middleware in order to enable the IZIX Solution to interoperate with a Third-Party System. The Customer and IZIX are together referred to as the “**Parties**” and individually as a “**Party**”.

- 1.2 The Integration Terms supplement and amend the General Terms and Conditions of IZIX. In case of contradiction between the Integration Terms and the General Terms and Conditions, the provisions of the Integration Terms shall prevail.

- 1.3 The Integration Terms are structured in three parts, reflecting the different nature of what IZIX supplies:

Part	Applies
Part A – Access to the IZIX API	Where the Customer, or a third party acting on its behalf, builds its own integration with a Third-Party System using the IZIX API.
Part B – IZIX Middleware	Where the Order Form provides for the licensing of a Middleware developed by IZIX for a designated Third-Party System.
Part C – Common Provisions	In both cases.

- 1.4 The Integration Terms and the Specific Terms & Conditions for Installation may apply concurrently, for example where IZIX has installed IZIX Equipment in one Parking Lot and the IZIX Solution interoperates with a Third-Party System in another Parking Lot or for another functionality. In respect of physical access control at a given Parking Lot, however, either the IZIX Equipment installed under the Specific Terms & Conditions for Installation or a Third-Party ACS operates the barrier or gate, and not both.

- 1.5 The IZIX API and the Middleware form part of the Software Services within the meaning of the Service-Level Agreement, and the service levels set out in Part A of the Service-Level Agreement apply to them. Part B of the Service-Level Agreement does not apply under the Integration Terms, IZIX installing no equipment in these scenarios.

2. Definitions

- 2.1 Capitalized terms not defined in the Integration Terms have the meaning given to them in the General Terms and Conditions. For the purposes of the Integration Terms, the following terms have the following meaning:

- 2.1.1 “**Abuse**” means notably, without limitation, any use of the IZIX API, the Middleware or the IZIX Solution, that is reasonably likely to or results in (i) any illegal, abusive, annoying or offensive activities, including the commission or encouragement of any action that may reasonably constitute a criminal offence, (ii) disrupting or interfering with any network computers or other devices (including the transmission of a virus or other harmful component), (iii)

defamation or intellectual property infringement, (iv) interference with other clients' services, (v) consumption of excessive network capacity, and (vi) use of the IZIX Solution in any manner that seeks to avoid payment of any fees.

- 2.1.2 **"Access Control System" or "ACS"** means any hardware equipment permitting the effective identification of a car or other vehicle at the entrance of a Building and/or Parking Lots and sending the identified information (e.g. license plate, access card, etc.) via a dedicated data link to the IZIX Solution and receiving a confirmation or rejection of access based on the identified information and the documented instructions of the Customer.
- 2.1.3 **"End User"** means any individual that can be granted access by the Customer to one or more Parking Lots via the IZIX Solution so that the barrier or gate opens and for which the Customer grants access via the IZIX API or the Middleware.
- 2.1.4 **"Integration Documentation"** means the technical documentation made available by IZIX for the IZIX API and for each Middleware, specifying the functionalities supported, the Supported Versions and, where applicable, the categories of data exchanged with the Third-Party System.
- 2.1.5 **"Supported Version"** means a version or release of a Third-Party System with which a given Middleware is stated to be compatible in the Integration Documentation.
- 2.1.6 **"Third-Party System"** means any system, software or equipment that is not supplied by IZIX and with which the IZIX Solution interoperates, including a Third-Party ACS and any electric vehicle charging, visitor management, identity or directory system.
- 2.1.7 **"Third-Party ACS"** means an Access Control System that is a Third-Party System, being supplied, owned or operated by the Customer, the Owner or by a third party, and not installed by IZIX under the Specific Terms & Conditions for Installation.

- 3.1 Upon the entry into force of the Agreement and the full payment of the applicable Charges by the Customer, IZIX grants for the duration of the Agreement a license that is personal, restricted, non-exclusive, non-transferable, non-assignable, and that, unless expressly stated otherwise, cannot be the subject of a sub-license, to access and use the IZIX API (the **"API License"**), only for the strict purpose of enabling a Third-Party System to interoperate with the IZIX Solution in the exercise by the Customer of its rights and obligations under the Agreement in the normal course of its business activities.
- 3.2 The API License is at all times subject to acceptance of and compliance with the obligations contained in the Agreement, and to use of the IZIX API in accordance with the Integration Documentation.
- 3.3 Other than the API License, no express or implied license or right of any kind whatsoever is granted with respect to the IZIX API, including but not limited to any right to obtain possession of a copy, of any source code, of any data, or of any other technical material relating to the IZIX API or the IZIX Solution.
- 3.4 The Customer may authorize a third party, including an Auxiliary of the Customer, the editor or integrator of a Third-Party System or any other service provider, to use the IZIX API on its behalf. In that case the Customer remains fully responsible for such use as if it were its own, must ensure that such third party complies with the Integration Terms, and shall inform IZIX of the identity of that third party.
- 3.5 Under this Part A, the obligations of IZIX are limited to making the IZIX API available in accordance with the Integration Documentation and with Part A of the Service-Level Agreement. IZIX bears no responsibility whatsoever for the design, development, quality, security, performance, maintenance or continued operation of any integration built by or for the Customer, nor for any Third-Party System to which it connects.
- 3.6 IZIX may make modifications, additions, deletions and improvements to the IZIX API provided that this does not affect its essential functionalities. Where a modification requires an adaptation of an existing integration, or where IZIX deprecates a functionality of the IZIX API, IZIX will give reasonable prior notice through the Integration Documentation, and will maintain the previous behaviour for a reasonable transition period where technically feasible.
- 3.7 IZIX may apply reasonable technical limits to the use of the IZIX API, including rate limits and quotas, in order to preserve the stability and security of the IZIX Solution for all Customers. Such limits are set out in the Integration Documentation.

PART A – ACCESS TO THE IZIX API

3. Grant and Use of the IZIX API

PART B – IZIX MIDDLEWARE

4. Middleware License and Intellectual Property

- 4.1 Where the Order Form provides for it, and upon the entry into force of the Agreement and the full payment of the applicable Charges by the Customer, IZIX grants for the duration of the Agreement a license that is personal, restricted, non-exclusive, non-transferable, non-assignable, and that, unless expressly stated otherwise, cannot be the subject of a sub-license, to use the Middleware designated in the Order Form (the “**Middleware License**”), only for the strict purpose of enabling the IZIX Solution to interoperate with the corresponding Third-Party System.
- 4.2 The Middleware is developed, owned and operated by IZIX and forms part of the IZIX IP. The Middleware License does not transfer any intellectual property right whatsoever. Other than the Middleware License, no express or implied license or right of any kind is granted with respect to the Middleware, including any right to obtain possession of a copy, of any source code, or of any other technical material relating to it.
- 4.3 The Customer shall not, and shall not permit any third party to, decompile, disassemble, reverse engineer or otherwise attempt to derive the source code, the internal protocols or the interface logic of the Middleware, nor develop or have developed a substitute or competing connector derived from it, except to the extent that such restriction is prohibited by applicable mandatory law.
- 4.4 Unless otherwise stipulated in the Order Form, the Middleware is licensed against a separate fee. Such fee constitutes License Fees within the meaning of the Agreement.
- 4.5 The Customer agrees to notify IZIX of any real, threatened, or presumed violation of the intellectual property rights on the Middleware of which it becomes aware or should reasonably be aware of, as well as any claim by a Third-Party due to the use of the Middleware.

5. Third-Party Systems and Supported Versions

- 5.1 The Middleware License does not include any right to use the corresponding Third-Party System. The Customer is solely responsible for obtaining and maintaining, at its own cost and directly with the relevant supplier, all licenses, subscriptions, maintenance and support contracts required for the Third-Party System. IZIX does not resell, sublicense or distribute any third-party license.

- 5.2 IZIX acts as a technical integrator only and bears no responsibility for the Third-Party System, including its availability, functioning, security, roadmap, pricing, continuity or contractual terms, nor for any act or omission of its supplier.
- 5.3 Each Middleware is compatible with the Supported Versions identified in the Integration Documentation. IZIX bears no obligation in respect of any version of a Third-Party System that is not a Supported Version. Where the Customer or its supplier upgrades or modifies the Third-Party System to a version that is not a Supported Version, or modifies its configuration in a manner incompatible with the Middleware, IZIX may suspend the Middleware and any resulting analysis or adaptation work will be performed within the scope of General Maintenance, at the cost of the Customer, unless IZIX has announced support for that version.
- 5.4 IZIX may add or withdraw Supported Versions and may discontinue a Middleware upon reasonable prior notice to the Customer, in particular where the supplier of the corresponding Third-Party System discontinues it, materially modifies it, or ceases to make the necessary interfaces available.
- 5.5 Any unavailability or degraded performance of the Middleware that is attributable in whole or in part to the Third-Party System, to the networks connecting it, or to the Building Equipment, constitutes Excusable Downtime within the meaning of the Service-Level Agreement.

PART C – COMMON PROVISIONS

6. Performance and Warranties

- 6.1 In principle, and without prejudice to the Service-Level Agreement, all obligations of IZIX are best efforts obligations and nothing in the Integration Terms may be interpreted as an obligation to reach a certain result.
- 6.2 Where the integration concerns access control, and when an End User arrives at the Building(s), the license plate or other identifier is read by the Building Equipment and sent to IZIX through the Third-Party ACS, whether via the IZIX API or via the Middleware. On the basis of documented instructions of the Customer, IZIX will confirm whether that End User may access the Building(s) and/or one or more Parking Lot(s). If an End User may access the Building(s), the barrier or gate is then opened, and a session starts. Such session will include the start time and the location. The same applies when the End User exits the Building(s). The parking session will be terminated.

- 6.3 IZIX may store foreign license plates in the IZIX Solution, provided that these license plates contain only Latin characters and Arabic numbers.
- 6.4 IZIX will deliver the services under the Integration Terms in accordance with the documented instructions of the Customer in the Order Form only. IZIX shall bear no responsibility for any damage, loss or claim arising out of or in connection with the implementation of the Customer's instructions.
- 6.5 For the performance of its obligations under the Integration Terms, IZIX may subcontract all or parts of its responsibilities to an Auxiliary without the prior consent of the Owner.
- 6.6 The Parties expressly acknowledge and agree that the Integration Terms do not imply the provision of any guarding, security, or surveillance service by IZIX. Therefore, IZIX shall bear no responsibility for any damage, loss or claim arising out of 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.
- 6.7 The Customer acknowledges that IZIX and/or its licensors and other Auxiliaries provide the interoperability with any Third-Party System "as is" and notably that:
- 6.7.1 A complex software is never completely free from defects, errors, and bugs, and, except as provided in the Agreement and to the extent permitted by applicable law, IZIX, its licensors and other Auxiliaries give no warranty and make no declaration that the IZIX API or the Middleware will be completely free from defects, errors, and bugs, nor that they will be fit or compliant for a particular purpose or a particular use other than the purposes and uses referred to in the Agreement and in the Integration Documentation.
- 6.7.2 Unless otherwise agreed in writing, no Customer may request tailor-made or custom developments or adaptations of the IZIX Solution, the IZIX API or the Middleware. Feedback, comments, instructions, and remarks from any Customer are always for information only and shall never be binding upon IZIX and/or its licensors and other Auxiliaries.
- 6.7.3 To the extent permitted by law, IZIX, on behalf of itself, its Affiliates, directors, officers, employees, licensors and other Auxiliaries, excludes any implied warranties or conditions related to the interoperability with any Third-Party System.

- 6.7.4 IZIX and/or its licensors and other Auxiliaries do not warrant the content, availability, accuracy, or any other aspect of any information originating from or made available through a Third-Party System.

- 6.8 Article 6.7 does not affect the obligations of IZIX in respect of the IZIX API and the Middleware, the availability and support of which are governed by Part A of the Service-Level Agreement.

- 6.9 IZIX, where relevant through its licensors and other Auxiliaries, will do its best effort to solve any problem relating to the access or use of the IZIX API or the Middleware which is communicated by the Customer, in accordance with the Service-Level Agreement.

7. Obligations of the Customer

- 7.1 During the term of the Agreement, the Customer agrees to comply with the following obligations:

- 7.1.1 to ensure the proper functioning of the Third-Party System under its responsibility.

- 7.1.2 to inform IZIX in advance of any planned modification of the Third-Party System, including any version upgrade, reasonably likely to affect the interoperability with the IZIX Solution.

- 7.1.3 to inform and assist IZIX as soon as possible of any request for support from Occupants and/or End Users that may be addressed to the Customer in relation to the IZIX Solution or any other IZIX Service and to help IZIX to respond to them.

- 7.1.4 to provide all the required information to operate the interoperability with the Third-Party System and keep IZIX and/or its Auxiliaries up to date with any change in this information. In particular, the Customer shall inform IZIX of any applicable procedure, exception or applicable maintenance or support contract having an impact on the Third-Party System and the access to the Building(s).

- 7.2 Where the performance of the Integration Terms requires access to the Building(s), to the Building Equipment or to a Third-Party ACS, 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:

- 7.2.1 to grant IZIX and its Auxiliaries 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, ensuring maintenance of the IZIX Services or any remediation measures to ensure the proper performance of IZIX Services.

7.2.2 to make the necessary arrangements with IZIX to permit IZIX and/or its Auxiliaries access to the materials and equipment in the Building(s) necessary to use the IZIX Services in the Buildings, including but not limited to electricity and telecommunication services.

7.2.3 to ensure the proper functioning of the Building Equipment, including the barrier or gate mechanism, the power supply and any Owner-provided infrastructure.

7.2.4 to inform IZIX in advance of any planned modification of the physical or network environment of the Parking Lot reasonably likely to affect the interoperability with the IZIX Solution.

7.3 The Customer fully authorizes IZIX to provide the IZIX Services in the Building(s) mentioned in the Order Form signed with IZIX.

7.4 The Customer will avoid, and make sure that any Occupant and User avoids, all practices directly or indirectly generating false or misleading information, or offensive content, or unsolicited marketing.

7.5 The Customer shall refrain from any Abuse or permit or assist others to do so for any purposes or in any manner that directly or indirectly or possibly violates the terms of this Agreement, applicable laws or any third party's intellectual property rights.

8. Building Equipment and Third-Party Systems

8.1 IZIX shall not be liable for any failure to perform any IZIX Service arising out of or in connection with any defect or non-performance of the Building Equipment or of a Third-Party System. The Customer will defend, indemnify, and hold IZIX harmless from and against any and all damages or losses arising out of or in connection with any third-party claim for damages caused by the defect or non-performance of the Building Equipment or of a Third-Party System.

9. Intellectual Property

9.1 The IZIX API and the Middleware, and all intellectual property rights therein, belong exclusively to IZIX and/or its licensors and form part of the IZIX IP. Nothing in the Integration Terms transfers or is intended to transfer any such right to the Customer.

9.2 IZIX and/or its licensors may make modifications to and/or withdraw applications and registrations relating to the IZIX API or the Middleware when deemed beneficial to their (brand) strategy. In no event shall IZIX and/or its licensors be held liable to any other Party for any damages or costs related to such modifications.

10. Data Protection

10.1 Any processing of personal data carried out in the context of the Integration Terms is governed by the Data Processing Agreement.

10.2 Whether an integration involves the transmission of personal data to or from a Third-Party System depends on the Third-Party System and on the functionalities concerned. The categories of data exchanged for a given Middleware or IZIX API functionality are set out in the Integration Documentation. Any such transmission is carried out on the documented instructions of the Customer.

10.3 For the avoidance of doubt, certain integrations, and in particular access control integrations, do not involve any transmission of personal data by IZIX to the Third-Party System, IZIX transmitting only an access decision in response to an identifier submitted to it.

10.4 The supplier or operator of a Third-Party System is not a sub-processor of IZIX unless it is expressly designated as such in the Data Processing Agreement. Where the Third-Party System is operated by or on behalf of the Customer, the Customer is responsible for the lawfulness of the processing carried out within that system.

11. Suspension of the Services

11.1 In addition to its other rights of suspension granted by the Agreement, IZIX may suspend access to the IZIX API and/or the Middleware at any time in the following circumstances:

11.1.1 If IZIX and/or its licensors and other Auxiliaries objectively believe and demonstrate that the Customer, the Building Equipment or the Third-Party System do not fulfil the requirements given by them for the performance of the services under the Integration Terms. IZIX will inform the Customer in writing about the decision taken and the justification of

it unless such notification is not possible due to immediate security threats to the IZIX Solution.

- 11.1.2 If IZIX and/or its licensors and other Auxiliaries have knowledge or serious indications based on reasonable grounds and/or evidence that the End User ID is misused or used by unauthorized persons. IZIX will notify the Customer of this suspension and justification as soon as possible.
- 11.1.3 If the implementation of the Customer's instructions results in frequent error messages or downtime not due to IZIX's and/or its licensors' or other Auxiliaries' act or omission.
- 11.1.4 If the Customer or any User uses the IZIX API or the Middleware in a way that constitutes an Abuse under the Integration Terms.
- 11.1.5 Where the Third-Party System is no longer in a Supported Version, in accordance with article 5.3.

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