

## END USER SOFTWARE LICENSE AGREEMENT

January 1, 2023

PLEASE READ THIS END USER LICENSE AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE USING THE SOFTWARE (AS DEFINED IN SECTION [\*]). THIS IS A LEGALLY BINDING CONTRACT. INDIVIDUALS OR ENTITIES (THE 'END USER' OR 'BUYER', COLLECTIVELY 'YOU') INSTALLING OR OTHERWISE USING THIS SOFTWARE, AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE, DO NOT CONTINUE THE INSTALLATION PROCESS, DO NOT USE THE SOFTWARE AND DELETE OR DESTROY ALL COPIES UNDER YOUR CONTROL.

This Agreement relates to your use of the Software, including any Updates and any related Documentation, as described in this Agreement. This Agreement supersedes and replaces any other agreement you previously entered into with respect to a prior version of the Software.

You represent and warrant to Wavecontrol that: (i) you have all the requisite authority to accept this Agreement and install and/or use the Software on the Devices, on behalf of any Client that owns and/or uses any of those administered Devices; and (ii) you hereby accept this Agreement for and on behalf of: (A) any such owners and users of those Clients; and (B) yourself.

### 1. Definitions

- 1.1. **Client:** The legal entity you represent and/or you are affiliated with (e.g., as employee) and that purchased the Wavecontrol Product that the Software is intended to be used with.
- 1.2. **User, "you" or "your":** means the affiliate or representative of the Client that download, installs and/or uses the Software.
- 1.3. **Devices:** computers, tablets, phones, IoT and other Internet-connected devices, or other device compatible with the Software, as indicated in the Documentation.
- 1.4. **Documentation:** related manuals or instructions provided with the Software and Wavecontrol Product.
- 1.5. **Software:** The Wavecontrol software (commonly referred to as the 'Reader') is a free software intended for use with the Wavecontrol Product which it was delivered with. All installation steps have been described in the Documentation.
- 1.6. **Wavecontrol, "We" and/or "us":** means Wavecontrol, S.L with registered address in Pallars, 65-71 6-4, 08018, Barcelona, Spain with Tax ID: B61459293
- 1.7. **Wavecontrol Product:** the product purchased by the Client for which the Software is delivered.

## 2. License and Intellectual Property

- 2.1. The Software is a free accompanying software to the Wavecontrol Product which the Client purchased and is not intended to be sold as a separate product nor to be used on behalf of a company other than the Client.
- 2.2. Wavecontrol grants to you a non-exclusive license to use the Software and the Documentation during the entire lifetime of the Wavecontrol Product, including any Updates of the Software, provided that you agree to the terms and conditions of this Agreement.
- 2.3. The product Software herein is protected by copyright and other intellectual property laws and treaties. The title, copyright, and other intellectual property rights in the Software and Documentation are the intellectual property of Wavecontrol and are protected by applicable copyright laws, international treaty provisions and other applicable laws of the country in which the Software is being used. The structure, organization and computer code of any Software and firmware are valuable trade secrets and confidential information of Wavecontrol. To the extent you provide any comments or suggestions about the Software to Wavecontrol, you grant Wavecontrol the right and license to retain and use any such comments or suggestions for any purpose in its current or future products or services, without further compensation to you and without your approval of such retention or use.
- 2.4. Except as stated in this Agreement, your possession or use of the Software does not grant you any rights or title to any intellectual property rights in the Software or Documentation. All rights to the Software and Documentation, including all associated copyrights, patents, trade secret rights, trademarks and other intellectual property rights, are reserved by Wavecontrol.
- 2.5. Names (WaveMon, SMP2, MonitEM) and Wavecontrol and Wavecontrol Products Logo are registered trademarks of Wavecontrol.

## 3. Restrictions and Limitations of Use

- 3.1. The use of the Software under this Agreement is subject to the following restrictions and limitations:
  - 3.1.1. The system where the Software is installed must meet the following minimum requirements; Windows 7 or later operating system, 2 Gb RAM and Microsoft .NET Framework 4.
  - 3.1.2. You may not and may not permit any third party to
    - A. reverse engineer, disassemble, decompile, translate, reconstruct, transform, or extract the Software or any portion of the Software (including any related Malicious Code (as defined below) signatures and Malicious Code detection routines); or
    - B. change, modify or otherwise alter any Software (including any related Malicious Code signatures and Malicious Code detection routines). "Malicious Code" means any code, feature, routine or device intended, or designed automatically, or on a certain event occurring, or on your taking or failing to take a certain action,

or at the direction or control of any person or entity, to: (a) disrupt the operation of any software, service, device, property, network or data; (b) cause any software, service, device, property, network or data to be destroyed, altered, erased, damaged, or otherwise cause its operation to be disrupted or degraded; or (c) permit any person or entity to access, take control of, or destroy, alter, erase, damage, or otherwise disrupt or degrade the operation of any portion of any software, service, device, property, network or data, and any computer virus, worm, trap door, back door, time bomb, malicious program, or a mechanism such as a software lock or routine for password checking, CPU serial number checking, time dependency or any other code intended or designed to enable any matters described in this definition (including Java applets, ActiveX controls, scripting languages, browser plug-ins or pushed content);

- C. publish, resell, distribute, broadcast, transmit, communicate, transfer, pledge, rent, share or sublicense the Software or any part of the same.
- D. Use the Software to provide or build a product or service that competes with the Software.
- E. use or attempt to use the Software to:
  - a. upload, download, stream, transmit, copy, or store any information, data, or materials, or engage or assist in any activity that may:
    - i. infringe the intellectual property rights or other rights of any third party.
    - ii. contain any unlawful, harmful, threatening, abusive, defamatory, or otherwise objectionable material of any kind,
    - iii. harm or attempt to harm others.
    - iv. have the potential to incite or produce conduct that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, libelous, vulgar, obscene, invasive of another's privacy, hateful, or racially, ethnically, religiously or sexually discriminatory or otherwise objectionable.
    - v. promote or provide instructional information about illegal activities, promote physical harm or injury against any group or individual, or promote any act of cruelty to animals.
    - vi. impersonate any person or entity or otherwise misrepresent your affiliation with a person or entity; or
    - vii. assist any fraud, deception or theft; or
    - viii. damage, disable or impair the operation of, or gain or attempt to gain unauthorized access, receipt, use, copying, alteration or destruction of or to, any property, devices, software, services, networks or data by any means, including by hacking, phishing, spoofing or seeking to circumvent or defeat any firewalls, password protection or other information security protections or controls of whatever nature.
  - b. in any way violate any applicable local, national or international law or regulation.

- c. forge headers or otherwise manipulate identifiers in order to disguise the origin of any content transmitted using the Software.
  - F. test or benchmark, or disclose or publish testing or benchmark results, for the Software without Wavecontrol's prior written authorization.
- 3.1.3. The Software and its Updates can only be used for the Wavecontrol Product which they accompany, though there is no limit on the number of Devices the Software can be installed, if the use is for the Wavecontrol Product abovementioned.
- 3.1.4. The User may make copies of the Software for backup, archive, recovery or testing purposes. Nonetheless, Wavecontrol will be entitled to request the deletion of such copies if their number or uses exceed the purposes of this license Agreement.
- 3.2. YOUR USE OF THE SOFTWARE OTHER THAN AS EXPRESSLY AUTHORIZED BY THIS AGREEMENT, OR ANY RESALE OR FURTHER DISTRIBUTION OF THE SOFTWARE, CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND MAY VIOLATE APPLICABLE COPYRIGHT LAWS.

#### 4. Updates

- 4.1. All updates for the Software can be downloaded on the Wavecontrol intranet at [www.wavecontrol.com](http://www.wavecontrol.com). The new Software update replaces the previously installed versions and may contain the latest firmware for the designated device.
- 4.2. Updates and/or renewals (the "Updates") of the Software can be deployed and upgraded by Wavecontrol from time to time. Each Update will be deemed to form a part of the Software for all purposes under this Agreement. Updates may include both additions to, and removal of, any particular features or functionalities offered by the Software, or may replace it entirely, and Wavecontrol will determine the content, features and new functionalities of the updated Software in its sole discretion.
- 4.3. Wavecontrol is not required to offer you the option to decline or delay Updates but, in any event, you may need to download and permit installation or activation of all available Updates to obtain maximum benefit from the Software and/or the Wavecontrol Product. Wavecontrol may stop providing support for the Software until you have accepted and installed or activated all Updates. Wavecontrol in its sole discretion will determine when and if Updates are appropriate and has no obligation to make any Updates available to you. Wavecontrol in its sole discretion may stop providing Updates for any version of the Software other than the most current version, or Updates supporting use of the Software in connection with any versions of operating systems, email programs, browser programs and other software with which the Software is designed to operate.
- 4.4. Updating the Software may require updates of software not covered by this Agreement prior to installation. Any such updates of the operating system and application software not specifically covered by this Agreement are Your responsibility and will not be provided by Wavecontrol.

#### 5. Amendments

- 5.1. Wavecontrol may amend this Agreement at any time by notice provided to you in accordance with this Agreement. Your continued use of the Software at any point at least 15 days after the notice date will constitute your acceptance of such amendment. If you decline to accept the amended Agreement, Wavecontrol may terminate your use of the Software.

## **6. Support and Remote Access**

- 6.1. If Wavecontrol elects to provide You with technical support, it will be your sole responsibility to: (i) comply with all Wavecontrol-specified operating and troubleshooting procedures and then notify Wavecontrol immediately of Software malfunction and provide Wavecontrol with complete information thereof; (ii) provide for the security of your confidential information; (iii) establish and maintain backup systems and procedures necessary to reconstruct lost or altered files, data or programs.
- 6.2. Wavecontrol, when providing support services, as part of the free support services that may be provided with the Software, or in connection with other services, may need to remotely connect to, and take control of, the Devices in order to resolve the issues that you are experiencing. In connection with this remote connection session, you acknowledge and agree that, by authorizing Wavecontrol to establish a remote connection session, you grant Wavecontrol (and partners and contractors acting on Wavecontrol's behalf) full or limited access to your Devices, software, and network (depending on your Devices, software, and network configuration), and authorize Wavecontrol to make modifications during delivery of the Software to provide you proper support. You acknowledge and agree that Wavecontrol, or you are acting on Wavecontrol's direction may alter, delete or corrupt software or data on your Devices, change Devices, software or network settings, or otherwise interfere with the proper operation of your Devices, software or network.
- 6.3. You acknowledge and agree that Wavecontrol may have access to any information stored on your Devices. Wavecontrol will not access more information than necessary to resolve the issues for which you are requesting Wavecontrol's support.
- 6.4. Wavecontrol's support under this section are contingent upon your proper use of the Software and your compliance with the terms and conditions of this Agreement at all times.

## **7. Warranty, disclaimer, and exclusion of liability**

- 7.1. THE SOFTWARE IS PROVIDED "AS IS" AND WAVECONTROL, WAVECONTROL GROUP OR WAVECONTROL'S PARTNERS MAKE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS IMPLIED BY STATUTE, COMMON LAW, JURISPRUDENCE OR OTHER THEORIES OF LAW, INCLUDING IMPLIED WARRANTIES OR CONDITIONS OF NONINFRINGEMENT OF THIRD-PARTY RIGHTS, TITLE, MERCHANTABILITY, SUITABLE QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE. WAVECONTROL DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY SOFTWARE WILL WORK PROPERLY ON ANY GIVEN DEVICE OR WITH

ANY PARTICULAR CONFIGURATION OF HARDWARE AND/OR SOFTWARE.

- 7.2. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, AS THE SOFTWARE IS PROVIDED AS A "FREE" SOFTWARE, IS PROVIDED ON AN "AS IS", "WITH ALL FAULTS", AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTY OF ANY KIND AND WITHOUT SUPPORT OR OTHER SERVICES BY WAVECONTROL, EXCEPT OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WAVECONTROL OR A WAVECONTROL AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY
- 7.3. TO THE FULL EXTENT PERMITTED BY LAW, IN NO EVENT WILL WAVECONTROL OR ANY COMPANY THAT CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH WAVECONTROL (COLLECTIVELY, THE "WAVECONTROL GROUP") OR THEIR RESPECTIVE AGENTS, LICENSORS, REPRESENTATIVES, SUPPLIERS, DISTRIBUTORS, RESELLERS, WIRELESS CARRIERS OVER WHOSE NETWORK OR SYSTEMS ANY SOFTWARE IS PROVIDED, OR ANY OTHER BUSINESS PARTNER OF ANY MEMBER OF THE WAVECONTROL GROUP (COLLECTIVELY, THE "WAVECONTROL PARTNERS") BE LIABLE TO YOU OR ANY THIRD PARTY FOR:
  - 7.3.1. ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES OR LOSSES WHATSOEVER, WITHOUT REGARD TO CAUSE OR THEORY OF LIABILITY;
  - 7.3.2. ANY DAMAGES FOR ANY LOSS OF BUSINESS, PROFITS OR REVENUE, LOSS OF PRIVACY, LOSS OF USE OF ANY DEVICE OR SOFTWARE (INCLUDING THE SOFTWARE), WASTED EXPENDITURE, COSTS OF PROCURING SUBSTITUTE OR REPLACEMENT GOODS, SERVICES OR DIGITAL PRODUCTS, BUSINESS INTERRUPTION, ANY UNAUTHORIZED DISCLOSURE OR LOSS (INCLUDING ANY CORRUPTION, DEGRADATION OR UNAVAILABILITY) OF ANY DATA OR INFORMATION OF ANY NATURE (WHETHER OR NOT ANY OF THE FOREGOING LOSSES, DAMAGES, COSTS OR EXPENDITURE ARE DIRECT OR INDIRECT LOSSES OR DAMAGES); OR
  - 7.3.3. ANY OTHER PECUNIARY OR NONPECUNIARY LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT OR THE SOFTWARE PROVIDED HEREUNDER.
- 7.4. EVEN IF SUCH MEMBER OF THE WAVECONTROL GROUP OR WAVECONTROL PARTNER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR OTHERWISE, NO MEMBER OF THE WAVECONTROL GROUP OR ANY WAVECONTROL PARTNER WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE (WHETHER DIRECT OR INDIRECT) FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, DEGRADATION, UNAVAILABILITY, ERASURE, THEFT, DESTRUCTION, ALTERATION, DISCLOSURE OR LOSS OF ANY DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED BY OR IN CONNECTION WITH THE SOFTWARE REGARDLESS OF THE CAUSE.
- 7.5. TO THE FULL EXTENT PERMITTED BY LAW, IN NO CIRCUMSTANCES WILL ANY MEMBER OF WAVECONTROL GROUP OR ANY WAVECONTROL PARTNER'S TOTAL AGGREGATE LIABILITY FOR ALL LOSS OR DAMAGE TO YOU OR ANY THIRD PARTY ARISING FROM OR RELATING TO THE SOFTWARE, THE SUBSCRIPTION OR THIS AGREEMENT EXCEED THE AMOUNT OF THE

PRICE YOU HAVE PAID WHEN PURCHASING WAVECONTROL PRODUCT.

- 7.6. THE EXCLUSIONS AND LIMITATIONS OF LIABILITY OF MEMBERS OF THE WAVECONTROL GROUP AND WAVECONTROL PARTNERS CONTAINED IN THIS AGREEMENT WILL NOT LIMIT OR EXCLUDE THEIR POTENTIAL LIABILITY FOR:

7.6.1. DEATH, PERSONAL INJURY, DAMAGE TO TANGIBLE PROPERTY OR FRAUD BEYOND THE EXTENT PERMITTED BY APPLICABLE LAWS; AND

7.6.2. ANY MATTER THAT MAY NOT OTHERWISE BE LIMITED OR EXCLUDED BY APPLICABLE LAWS.

## 8. Term and termination

- 8.1. This Agreement is effective from the moment you download, install or otherwise use the Software.
- 8.2. You may terminate this Agreement at any time by deleting the Software from all your devices.
- 8.3. WAVECONTROL may terminate this Agreement with immediate effect upon serving written notice, if you fail to comply with any terms or conditions of this Agreement.
- 8.4. Wavecontrol reserves the right to any other remedies available under law in the event your breach of any of your obligations under this Agreement adversely affects any member of the Wavecontrol Group or any Wavecontrol Partner. The exclusions and limitations of liability of members of the Wavecontrol Group and Wavecontrol Partners contained in this Agreement will survive termination of this Agreement.
- 8.5. Wavecontrol, by notice to you, may immediately terminate this Agreement for convenience at any time with respect to the Software and the entire and exclusive liability of each member of the Wavecontrol Group and each Wavecontrol Partner, with no right to compensation of any kind. From the effective date of such termination, you will no longer be entitled to use the Software and Documentation.

## 9. Export controls and US restricted rights

- 9.1. You must comply with all applicable U.S. and international laws governing export and re-export of the Software, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.
- 9.2. Without derogating from the generality of the foregoing, you represent, warrant and undertake that: (i) you are not a member of any of the denied persons list, unverified list, entity list, specially designated nationals list, debarred list or any other lists published by the U.S. Government; and (ii) you will not use, export or re-export the Software in, or to, territories, destinations, companies or individuals in violation of U.S. and E.U. embargoes or trade sanctions. You will indemnify, defend and hold each member of the Wavecontrol Group harmless from and against any claim, demand, suit or proceeding, and all damages, liabilities, costs and expenses arising from your failure to comply with this Section.

## 10. Data privacy

- 10.1. Service Provider informs the Company that the personal data of the signatories of this Agreement, and any other personal data that may be provided during the execution of the same, will be processed by Service Provider as independent Data Controller, for the purposes of management and control of this Agreement and the commercial relationship among Parties, and to comply with applicable legal obligations. No automated decisions or profiling shall be taken.
- 10.2. The legal basis for such processing is, respectively, the performance of this Agreement, the fulfilment of the applicable legal obligations and the legitimate interest of the Service Provider in managing its commercial relations.
- 10.3. In the event the data provided refers to individuals other than the signatories of the Agreement, the Company must inform them in advance of the terms contained in this clause and, if necessary, obtain their consent. The Company guarantees the accuracy and truthfulness of the personal data provided, undertaking to keep them duly updated and to communicate any changes that may occur in the same.
- 10.4. Service Provider guarantees that he will only disclose personal data to third parties when necessary to comply with their applicable legal obligations. Being such the case, when the data may leave the European Economic Area, the same protection level shall be maintained based on compliance with the provisions of European data protection regulation. In this regard, international transfers of data shall be carried out (i) to countries with an adequate level of protection declared by the European Commission; (ii) based on the provision of adequate guarantees such as standard contractual clauses or binding corporate standards; or (iii) by virtue of the authorization of the competent authority or control body or under other conditions provided for in the regulation. The personal data shall be kept during the time necessary for the execution of the Agreement and the fulfilment of the respective legal obligations. With regards data processed for maintenance of the commercial relations, data will be processed until the Company requests their erasure.
- 10.5. In the terms and with the scope established in the applicable regulations, Data Subjects may request access to the data, rectify them, delete, or hold, limit or oppose its processing in certain cases, as well as exercise any other rights stipulated in the applicable legislation, regarding their personal data. For this purpose, the following channels may be used, along with a document that allows for identity to be proven, addressing the Data Protection Office at Pallars, 65-71 6-4, 08018, Barcelona, Spain c/o GPRD Department or at [info@wavecontrol.com](mailto:info@wavecontrol.com), with subject GPRD Info
- 10.6. If Data Subjects consider that the exercise of their rights has been infringed and/or suspect data protection regulations have been breached, they may lodge a complaint with the Spanish Data Protection Authority ([www.aepd.es](http://www.aepd.es)).
- 10.7. This clause shall remain in force even after the termination of the Agreement, unless otherwise agreed in writing by the Parties.

## 11. General

- 11.1. Entire Agreement. This Agreement constitutes the entire agreement between you and Wavecontrol relating to your use of the Software and Documentation. This Agreement supersedes all prior or contemporaneous oral or written communications, proposals, statements, warranties and representations with respect to your installation and/or use of the Software or Documentation. Notwithstanding the foregoing, nothing in this Agreement will diminish any rights you may have under existing consumer protection legislation or other applicable laws in your jurisdiction that may not be waived by contract. This Agreement and the Documentation, to the greatest extent reasonably practicable, will be construed to be consistent with each other, but in the event of a conflict they will govern in the following order of precedence: (i) this Agreement; and (ii) the Documentation.
- 11.2. Interpretation. The headings in this Agreement do not affect its interpretation. The use of any gender includes all genders. The singular includes the plural and vice-versa. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning. The words "include" and "including" will be construed as followed by the words "without limitation". Any reference to "use" of any software, Software or Update by you shall be deemed to include any installation of any such software, Software or Update by you (unless the context otherwise requires). This Agreement was originally prepared in the English language, and therefore the English language version of this Agreement will be the governing version of this Agreement in the case of any conflict or discrepancy. In the event that an ambiguity or question of intent or interpretation arises, in any judicial proceeding or otherwise, the terms of this Agreement will be construed as having been drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.
- 11.3. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any applicable laws, it shall to that extent be deemed not to form part of this Agreement, but the remainder of this Agreement will remain valid and enforceable to the greatest extent permitted by applicable law.
- 11.4. Impossibility. Wavecontrol will not be liable for any failure or delay in performance, due in whole or in part, to utility failures (including power), failure of the internet, failure of telecommunications or information technology services, failure of telecommunications or information technology equipment, strikes or other labor disturbances (including without limitation a strike or other labor disturbance arising in respect of any members of the Wavecontrol Group or any Wavecontrol Partners), acts of war or terror, denial of service attacks or other information technology attacks or breaches affecting any member of the Wavecontrol Group or any Wavecontrol Partner, floods, sabotage, fire, other natural disasters or Acts of God, or any other cause beyond any member of Wavecontrol Group or Wavecontrol Partner's reasonable control.
- 11.5. Waiver. The failure of either party to insist upon the strict performance of any of the terms, conditions and provisions of this Agreement shall not be construed as a waiver or relinquishment of future compliance with this Agreement, and the terms, conditions and provisions of this Agreement shall remain in full force and effect. No waiver of any term or

condition of this Agreement on the part of either party shall be effective for any purpose whatsoever unless such waiver is in writing and signed by such party. The waiver by either party of a breach of any provision of this Agreement by the other party shall not be construed as a continuing waiver of such breach or as a waiver of other breaches of the same or of other provisions of this Agreement.

- 11.6. Assignment. You may not assign your rights or obligations under this Agreement without the prior written consent of Wavecontrol and the Client. Wavecontrol may assign this Agreement at any time in its sole discretion without any prior written consent by you.
- 11.7. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or will confer upon any person other than you, members of the Wavecontrol Group and Wavecontrol Partners, any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Wavecontrol will be entitled (but not obligated) to enforce any rights, remedies, limitations and exclusions of liability, and legal defenses of any member of Wavecontrol Group or Wavecontrol Partner under this Agreement, including any rights and remedies for any loss, damage or claim suffered or incurred by any member of Wavecontrol Group or Wavecontrol Partner: (i) arising from or in connection with any failure by you to comply with any term or condition of this Agreement; or (ii) you are required to indemnify under this Agreement. No such loss, damage or claim will be deemed excluded as indirect, consequential, or incidental loss or damage as a result of such loss, damage or claim having been suffered or incurred by another member of Wavecontrol Group or Wavecontrol Partner rather than by Wavecontrol.
- 11.8. Governing Law and Jurisdiction. The law governing this Agreement will be the law of Spain. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. Any dispute arising out of or related to this Agreement shall be subject to the exclusive jurisdiction of the Spanish courts.
- 11.9. Internet connection. The Software may require an active and stable connection to the Internet in order to function. It is therefore your responsibility to ensure that you always have an active and stable Internet connection.