



Rointe Connect app user manual

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1. INTRODUCTION

Welcome to the Rointe Connect app user manual. Please read this manual carefully, including the End User License Agreement.

Designed for easy operation by any type of user, the Rointe Connect app allows you to control your connected Rointe heating products from your smartphone, tablet or computer at any time and from any place. The Rointe Connect app offers you multiple advantages when it comes to your heating:

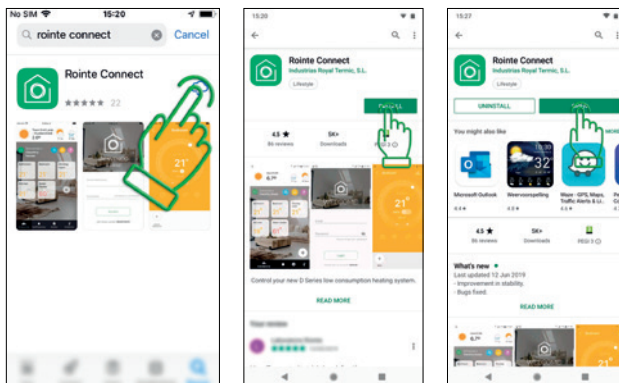
- Temperature control by installation, zone or individually by product
- See the cost and consumption of your heating in real time
- Set custom spending limits
- Ability to lock individual products remotely
- Push notifications concerning your connected products
- Automate actions and programming with the "Environments" feature

Rointe Connect is compatible with the following Rointe products: D Series radiators, D Series towel rails, Rome Connected water heaters, CT.2 thermostat for underfloor heating and D Series water heaters (discontinued).

Please note if you using a computer you need to go to rointeconnect.com, create an account and follow the instructions from the web application.

2. INSTALLATION

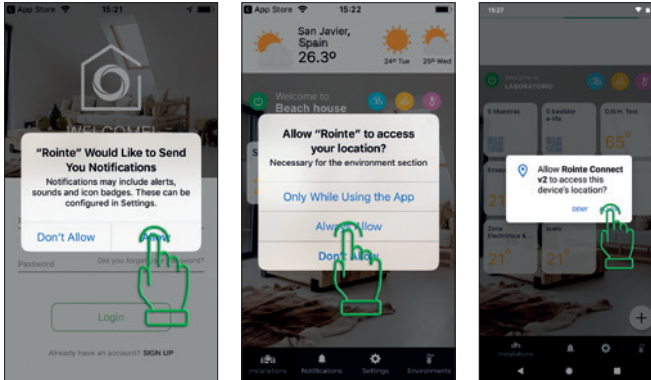
Access the App Store (iOS) or the Play Store (Android) on your smartphone or tablet. Search for app "Rointe Connect", click install and open once the app has installed.



3. REGISTRATION AND LOGIN

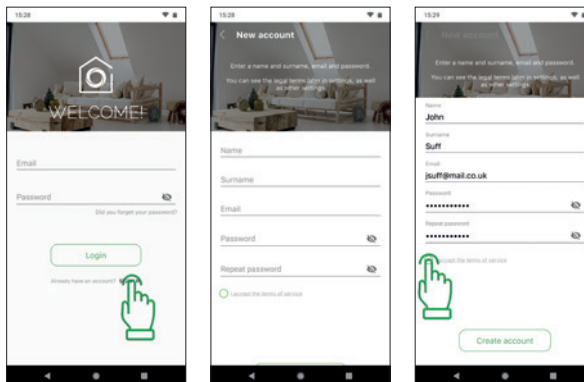
3.1. First use

When you log in for the first time, you must allow access to the location and allow notifications for the application to work properly.



3.2. Registration

To create an account, click on "Register". Fill in the data, accept the terms of service and click on "Create account".



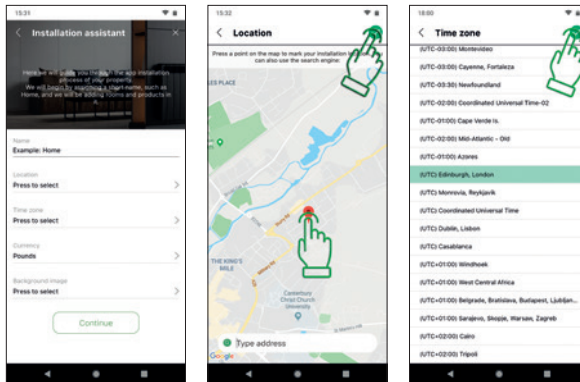
3.3. Login

Once you have created an account, please login using your email address and password used when creating your account.



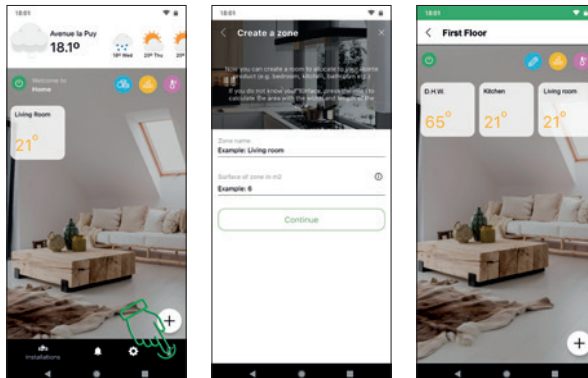
4. INSTALLATION ASSISTANT

The Installation wizard appears when you login for the first time. An installation can be a house, office etc. where your Rointe products are installed. You can create zones and subzones in an installation to assign products to. Name your installation and assign a location by searching in the map then press and hold over the location, so the red marker appears. The blue one is your current location. Then set the hour, currency, a background image (optional) and press continue.

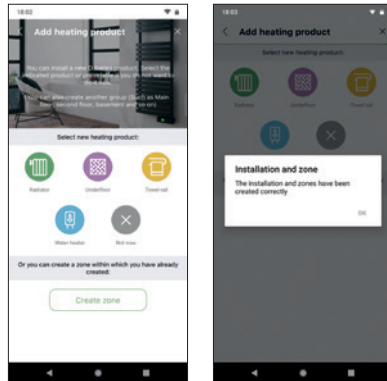


5. CREATE A ZONE

Once an installation has been created, the Zone wizard appears. This also appears if you press + from the main screen. A zone is a room / floor and can contain products or unlimited sub-zones. For example, you can create a zone for "Ground floor" that contains a "Living Room" sub-zone, or one zone to contain all products. Give your zone a name and include the surface area (optional). Press "i" to calculate area.



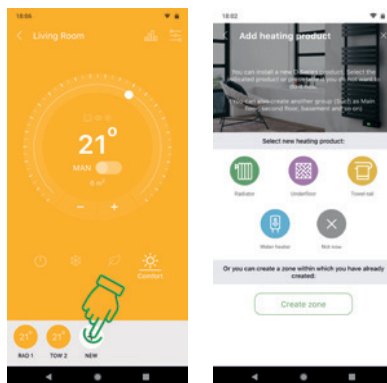
Click "Continue" to access the "Add device" or "Create sub-zone" wizard.



6. PAIRING ASSISTANT

6.1. Accessing the assistant

You can now pair a product in your zone. Access the Pairing wizard by going to your zone/sub-zone and click on the "+" button to add a product. If you can't see the "+", slide your finger to the left on the bottom of the screen. This happens when there are already paired devices in the zone. Click on the product type you want to pair.



6.2. Choosing the appropriate Wi-Fi network

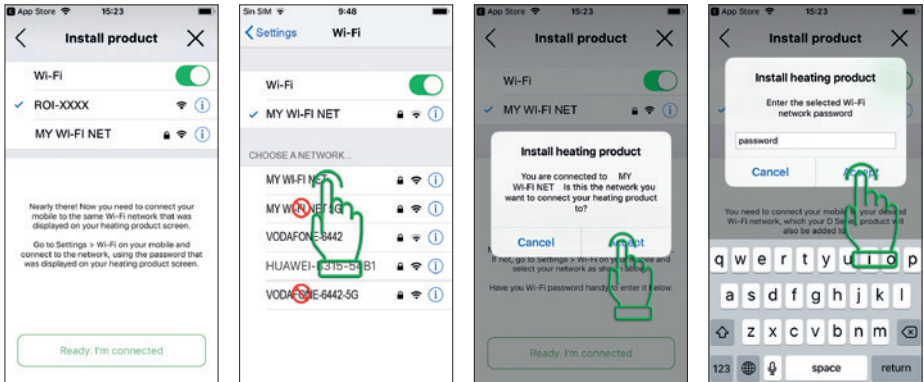
Please note that some of the wizard steps are different between iOS and Android devices, so follow the steps depending on the device you use.

6.2.1. iOS Apple devices

Go to your Wi-Fi settings and choose the network you want to connect your Rointe product to. **It must be a 2.4GHz network.**



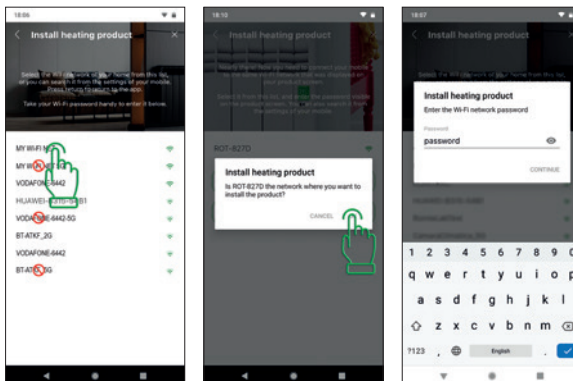
If your router generates 2.4GHz and 5GHz networks you should always use the 2.4GHz. Rointe products are not compatible with 5GHz networks. For example, if you have two networks with the same name and one ends in 5G or plus, it should not be used. Once connected to the Wi-Fi network, go back to the Rointe Connect app, click on "Ready I'm connected", accept if it's the correct network and type the password for your Wi-Fi network.



6.2.2. Android devices

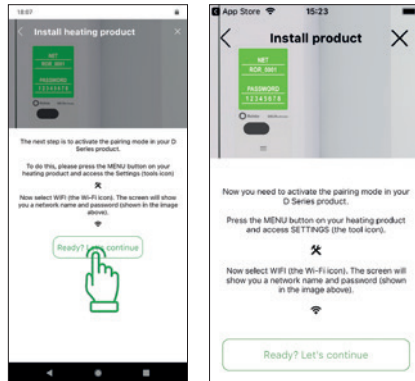
Go to your Wi-Fi settings and choose the network you want to connect your Rointe product to. **It must be a 2.4GHz network.**

If your router generates 2.4GHz and 5GHz networks you should always use the 2.4GHz. Rointe products are not compatible with 5GHz networks. For example, if you have two networks with the same name and one ends in 5G or plus, it should not be used. You'll be asked if it's the correct Wi-Fi network, press accept and type the password for your Wi-Fi network (you can press the eye icon to see the password as its typed).



6.3. Activate Pairing mode

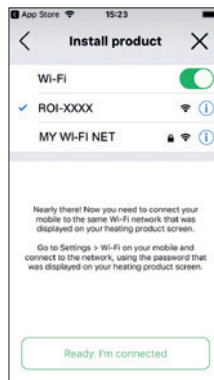
To activate the pairing mode in your Rointe product, press: Menu > Tools > Wi-Fi. When the screen of the product shows the name of a Wi-Fi network and an 8 digit password, go back to the Rointe Connect app and click on "Ready, let's continue".



6.4. Send the configuration to the device

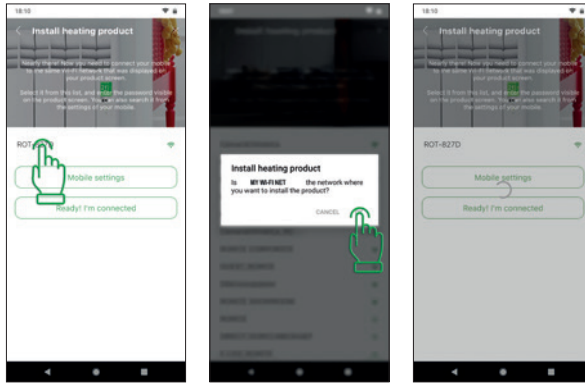
6.4.1. iOS Apple devices

Now you need to return to the Wi-Fi settings of your smartphone or tablet and connect to the Wi-Fi network generated by the Rointe product, (name begins with ROI on the screen of your Rointe product, set up in step 6.3.) and enter the 8 digit password (on the screen of your Rointe product, set up in step 6.3.). Return to the Rointe Connect app and click on "Ready, I'm connected".



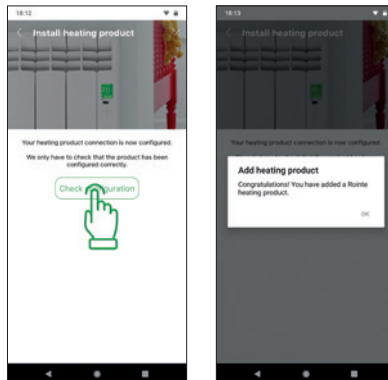
6.4.2. Android devices

On this screen, you will see a list of networks generated by Rointe products. If none appear, wait a few seconds or click on "Settings of your mobile". Check that the Wi-Fi network of the Rointe product appears in the list and return to Rointe Connect app. Click on the name of the Rointe product network and accept if it is correct.



6.5. Finish the Pairing wizard

Once the product has received the configuration, it will restart. You must wait for the antenna icon to appear on the screen of the product. Once it appears, click on "Check the configuration".

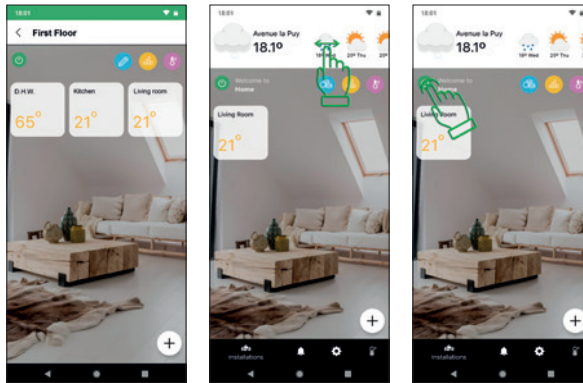


7. MAIN SCREEN

The main screen of the app shows the zones you have created. Simply press on a zone to access.

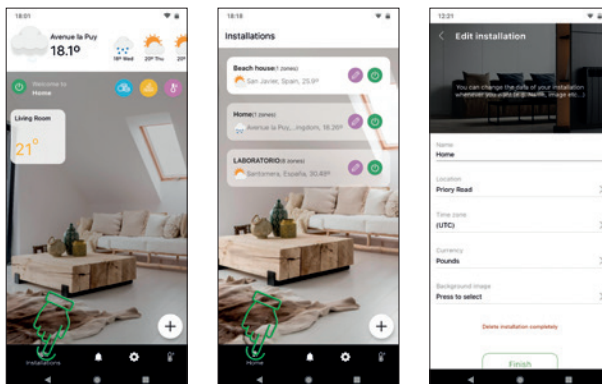
In the upper part of the screen you can see the weather forecast of the location you established for the installation. Slide with your finger to see more days.

Click on / off, to turn off or on the entire installation (does not affect water heaters).



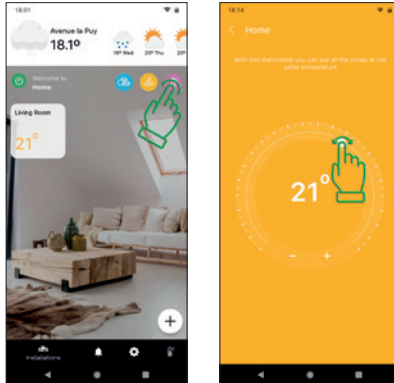
7.1. Installations

Click on the installations tab at the bottom of the screen to access all installations, turn them off / on, create a new one, or edit / delete.



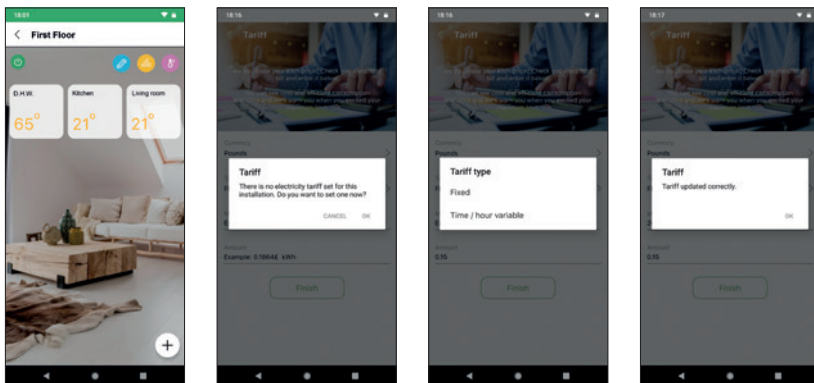
7.2. General Thermostat

Click the thermostat icon to set same temperatures for all zones in an installation (does not affect water heaters).



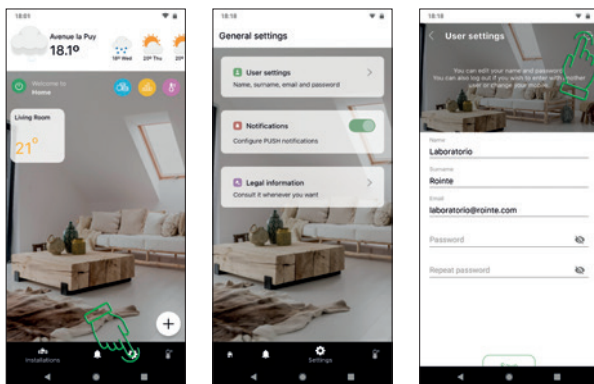
7.3. Edit Tariff

By clicking on the tariff icon, you can set your electricity tariff. When you do this for the first time, it will ask you if you want to use the last average value of your country. You can also set a monthly spending limit.



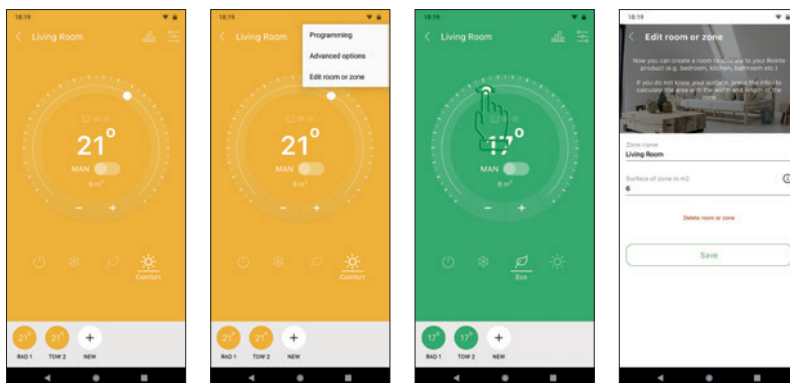
8. GENERAL SETTINGS

From the main screen, press the Settings icon. You can: activate / deactivate push notifications; view the Legal Notice; change the name / surname / password of the account holder; or exit the account by clicking on the icon in the top right.



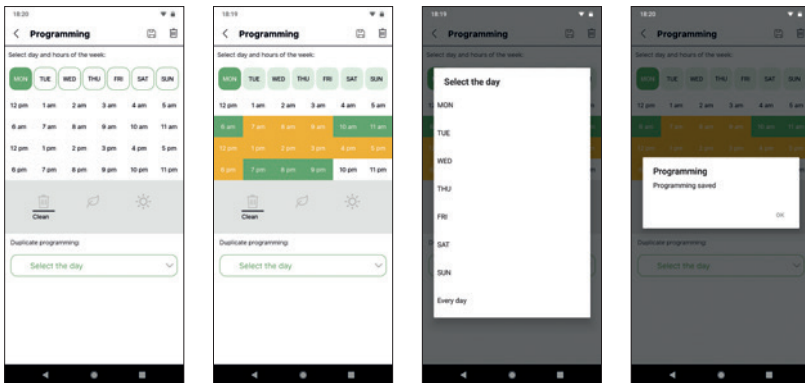
9. ZONE CONTROL

In a zone you can: add new products; use the slider to change temperature (or use the + / - buttons); set the product mode to anti-frost / eco / comfort by using the buttons; activate / deactivate the programming by pressing the control below the temperature); turn the zone on or off; or view zone statistics. The temperature icons indicate the status of the functions: Pilot Wire and Presence Detect (not available on standard products, only on request); or Open Windows (standard on radiators and towel rails). By pressing the menu button in the top right you can: access the programming; edit the zone; delete it; or access advanced options.



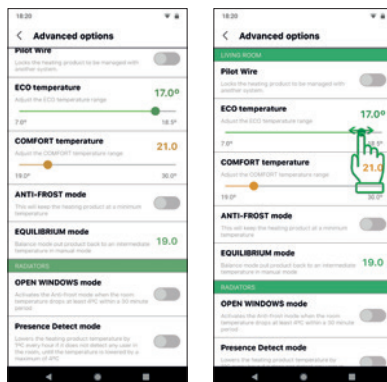
9.1. Programming

In the Programming screen you can choose (for each hour) whether your product should be in Eco, Comfort or Off / Anti-frost (if it is configured in advanced options). Press the Eco / Comfort icon or delete, then click on the hours you want to modify. You can have different programming for each day or use the option to duplicate programming to have several equal days. Above to the right, you have the buttons to erase the programming or to save it.



9.2. Advanced options

You can: configure Eco / Comfort temperatures; activate / deactivate the Anti-frost mode (radiators and towel rails at 7°C and water heaters at 45°) when the product is not in Eco / Comfort mode; activate the Balance function to reset radiators and towel rails to 19° in manual mode (55° if water heaters); or activate / deactivate the Open Windows function. You can also activate / deactivate Pilot Wire and Presence Detect functions (**not available as standard, only on request**).



10. PRODUCT CONTROL

Click on a product to access configuration. You can: turn on / off; enable / disable programming; change temperature; configure advanced options; edit product name; view product details; or view statistics.

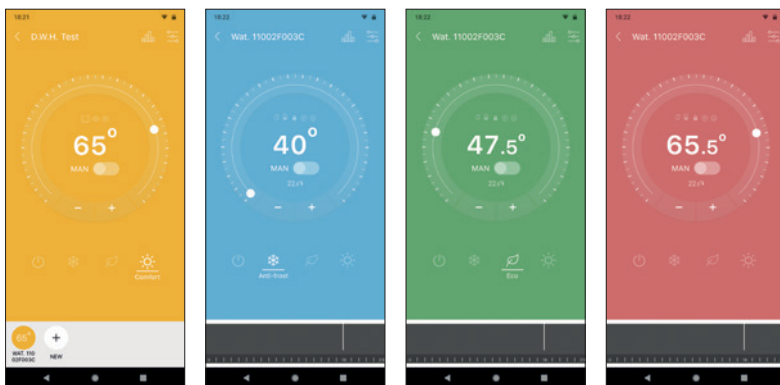
10.1. Radiators and Towel rails

The temperature range of radiators and towel rails is from 7° to 30°C.



10.2. Water heaters

The temperature range of water heaters is from 40° to 73°.

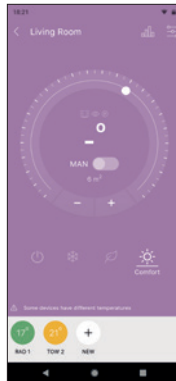


10.3. Alerts

If you change the temperature, mode between manual / automatic, advanced options, or programming from the product zone, that zone always has priority. For example, if you schedule programming for a product in a particular zone, but then

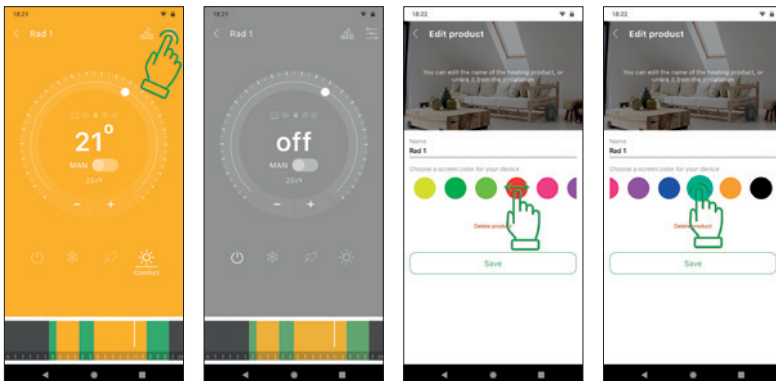


program another product from the same zone, the first product programming will be overwritten with the second. When you enter a zone and see a lilac colour screen, it means that there is an alert because some products have different configurations (temperature or advanced options) to the others in the same zone.



10.4. Edit product

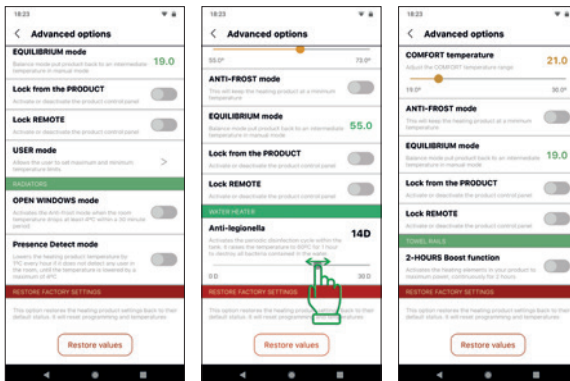
By pressing the menu button you can: edit the product; change its name; delete it; or change the colour of the product screen by clicking on the colour circle you want. There are several colours available, slide with your finger to see them all.



10.5. Advanced Product Options

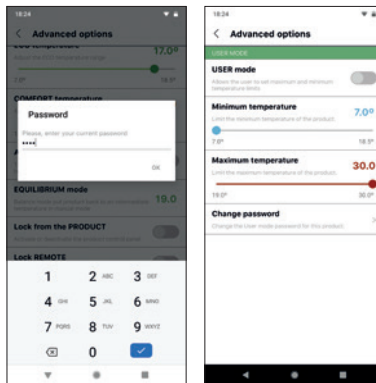
From this screen, you can change the following options for the specific product:

- Activate / deactivate the Pilot Wire function (**not available as standard, only on request**).
- Configure the Eco and Comfort mode temperatures.
- Activate / deactivate the Anti-frost mode (which maintains the radiators and towel rails at 7°C and water heaters at 45°) when the programming is not in Eco or Comfort mode.
- Equilibrium or Balance function will reset your radiators and towel rails to 19° in manual mode (55° if water heaters).
- Activate / deactivate the Open Windows function (radiators and towel rails).
- Activate / deactivate the Presence Detect function (**not available as standard, only on request for radiators**).
- Activate / deactivate the 2H Boost function (towel rails only).
- Set the Anti-legionella function period (water heaters only).
- Activate / deactivate the control panel lock from the product (can be removed by holding down the + and - keys on the product for 5 seconds).
- Activate / deactivate the remote control panel lock (can only be removed from the Rointe Connect app or with a Rointe remote control).
- Reset to factory settings.
- Configure the User mode.



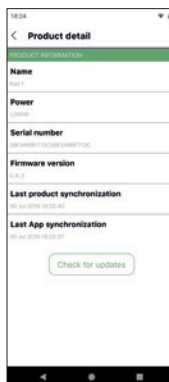
10.5.1. User mode

In Advanced Options you can access User mode, which limits the maximum and minimum product temperature. You must enter the PIN (default is 0000) to access. You can: adjust temperatures; change the PIN; or activate / deactivate the User mode.



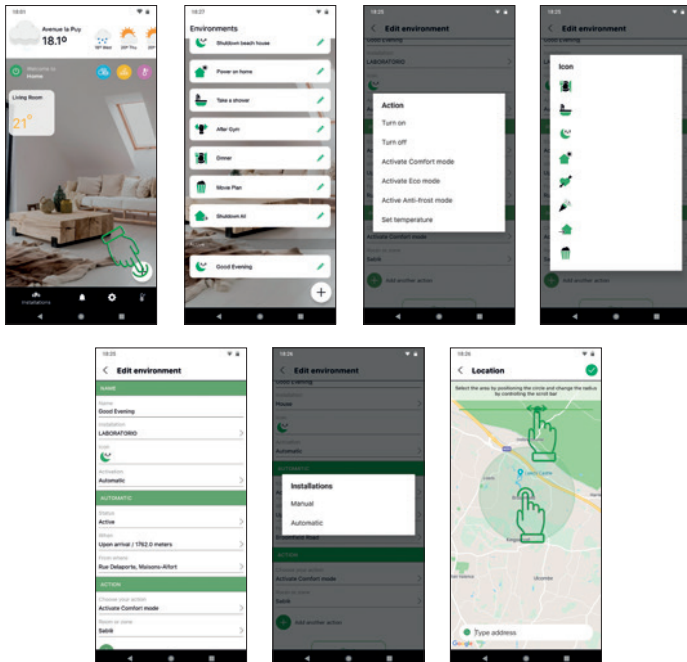
10.6. Product details

From this screen, you can see the product details: Name (which you can change in the Edit Device menu); Power; Internal serial no. (not the same as serial number of the product); firmware version; last synchronization of the product (date and time last communicated with Rointe e-life servers); and last synchronization of the app to the product (date and time of the last change made). There is also a button to check for firmware updates, which forces the product to check for updates at that time.



11. ENVIRONMENTS

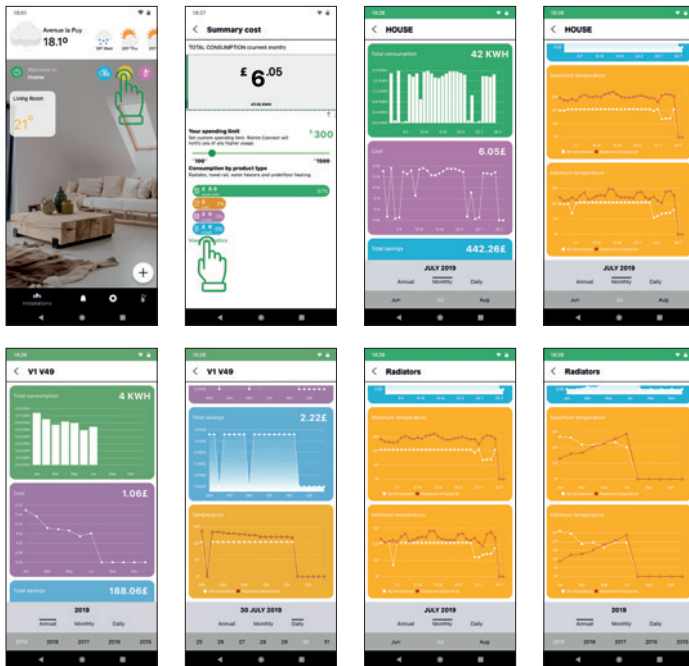
From the main screen, you can access the environments, with which you can automate actions for one or several zones at once. For example, you can turn off a zone, turn on the programming in another zone and place a specific temperature in another zone with a single press. The environments can be used manually by clicking on their name, or can be activated automatically when accessing or leaving a place determined by your GPS position. For example, you can turn off the entire installation when you leave home, or turn on the bathroom when you are a minimum distance from home so that it is ready for when you arrive. The environments can be created by pressing the + button, you edit by pressing the pencil icon, or you can delete by pressing "delete environment" under the "Save" button. You can configure the name, the installation, the icon, the activation and the actions (that can be applied to one or several zones). The environments screen is common to all installations, but each environment can only be applied to one installation.





12. STATISTICS

Statistics can be viewed by complete installation, by zone, subzone, or device. You must have configured the electricity tariff to be able to access the statistics. If the tariff is changed, the cost data is updated from the change, the previous ones do not change. The products send statistics once every hour to the app as long as they are connected or paired. To access the general statistics of the installation, press the statistics button from the main screen. There will be a summary and you can change the limit of monthly expenditure using the slider and access the details by clicking on "view statistics". To see the specific statistics of a zone or device, go to the screen of the zone or device and press the statistics button. You can see Total Consumption in KWh, Cost, Savings, Maximum and Minimum temperature (for annual and monthly data) and temperature (for daily data).



13. END USER LICENSE AGREEMENT (EULA)

By using the software ("Product Software") that is embedded on any D Series, Rome, CT.2 ("Product"), you agree to the terms of this End User License Agreement ("EULA") between you and Rointe. ("Rointe" or "we").

IF YOU DO NOT AGREE TO THE TERMS OF THIS EULA, YOU MAY NOT USE THE PRODUCT SOFTWARE AND YOU MAY CHOOSE TO PROMPTLY (WITHIN A REASONABLE TIME FRAME) RETURN THE PRODUCT FOR A REFUND OF THE PRODUCT PURCHASE PRICE BY CONTACTING ROINTE AT THE ADDRESS BELOW:

*Industrias Royal Termic, S.L. (ROINTE)
C/ E, Parcela 43
Santomera, 30140
Murcia (Spain)*

T. +0034 968 864 363

Your use of (a) the websites www.rointeconnect.com and rointeconnect.com sub-domains (each, a "Site"), (b) services through the Site (and any updates thereto) ("Site Services"), and (c) certain software that may be downloaded to your mobile device (and any updates thereto) ("Mobile Software") is governed by the Terms of Service. Your purchase of the Product (excluding the Product Software) is governed by the Rointe limited warranty, the terms of which are provided with the Product. This EULA does not govern your use of the Site, Site Services, or Mobile Software, or your purchase of the Product (excluding the Product Software). This EULA governs your access and use of the Product Software. This EULA gives you specific legal rights, and you may also have other legal rights in addition, which vary from jurisdiction to jurisdiction.

The disclaimers, exclusions, and limitations of liability under this EULA will not apply to the extent prohibited by applicable law. Some jurisdictions do not allow the exclusion of implied warranties or the exclusion or limitation of incidental or consequential damages or other rights, so those provisions of this EULA may not apply to you.

THIS IS A LEGAL AGREEMENT. BY ACCESSING AND USING THE PRODUCT SOFTWARE, YOU ARE ACCEPTING AND AGREEING TO THIS EULA ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, AUTHORITY, AND CAPACITY TO ACCEPT AND AGREE TO THIS EULA



ON BEHALF OF YOURSELF OR THE ENTITY YOU REPRESENT.

YOU AGREE THAT YOU ARE OF SUFFICIENT LEGAL AGE IN YOUR JURISDICTION OR RESIDENCE TO USE OR ACCESS THE PRODUCT SOFTWARE AND TO ENTER INTO THIS EULA.

IF YOU DO NOT AGREE WITH ANY OF THE PROVISIONS OF THESE TERMS, YOU SHOULD CEASE ACCESSING OR USING THE PRODUCT SOFTWARE.

AS DESCRIBED BELOW, YOU ARE CONSENTING TO AUTOMATIC SOFTWARE UPDATE OF THE PRODUCT SOFTWARE FROM TIME TO TIME. IF YOU DO NOT AGREE, YOU SHOULD NOT USE THE PRODUCT SOFTWARE. YOU ARE REQUIRED TO REGULARLY CHECK YOUR SOFTWARE VERSION AND UPDATE AS NECESSARY TO FACILITATE GOOD WORKING ORDER OF THE PRODUCT.

AS DESCRIBED BELOW, SECTION 9 DESCRIBES IMPORTANT LIMITATIONS OF THE PRODUCT SOFTWARE AND RELATED SERVICES, ESPECIALLY IN CONNECTION WITH LIFE SAFETY AND CRITICAL USES. PLEASE READ THESE DISCLOSURES CAREFULLY, AS YOU ARE ACKNOWLEDGING AND ACCEPTING THEM.

13.1. License

Subject to the terms of this EULA, Rointe grants to you a limited and nonexclusive license (without the right to sub-license) to execute one (1) copy of the Product Software, in executable object code form only, solely on the Product that you own or control and solely for use in conjunction with the Product for your personal, non-commercial purposes.

13.2. Restrictions

You agree not to, and you will not permit others to, (a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Product Software or make the Product Software available to any third party, (b) copy or use the Product Software for any purpose other than as permitted in Section 1, (c) use any portion of the Product Software on any device or computer other than the Product that you own or control, (d) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product Software, or (e) modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Product Software (except to the extent applicable laws specifically prohibit such restriction for inter-operability purposes, in which case you agree to first contact Rointe and provide Rointe an opportunity to create such changes as are needed for interoperability purposes).

You may not release the results of any performance or functional evaluation of any of the Product Software to any third party without prior written approval of Rointe for each such release.

13.3. Automatic Software Updates

Rointe may from time to time develop patches, bug fixes, updates, upgrades and other modifications to improve the performance of the Product Software and related services (“Updates”). These may be automatically installed without providing any additional notice or receiving any additional consent. You consent to this automatic update. If you do not want such Updates, your remedy is to stop using the Product. If you do not cease using the Product, you will receive Updates automatically. You acknowledge that you may be required to install Updates to use the Product and the Product Software and you agree to promptly install any Updates Rointe provides. You agree to periodically check for Updates regularly and to install should one be available, to facilitate food working order of the Product. Your continued use of the Product is your agreement to this EULA.

13.4. Ownership

The Product Software and all worldwide copyrights, trade secrets, and other intellectual property rights therein are the exclusive property of Rointe and its licensors. Rointe and its licensors reserve all rights in and to the Product Software not expressly granted to you in this EULA. The Product Software (and all copies thereof) is licensed to you, not sold, under this EULA. There are no implied licenses in this EULA. All suggestions or feedback provided by you to Rointe with respect to the Product Software shall be Rointe property. Rointe may use, copy, modify, publish, or redistribute the submission and its contents for any purpose and in any way without any compensation to you. You also agree that Rointe does not waive any rights to use similar or related ideas previously known to Rointe, developed by its employees, or obtained from other sources.

13.5. Open Source

Certain items of software included with the Product Software are subject to “open source” or “free software” licenses (“Open Source Software”). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of this EULA. Instead, each item of Open Source Software is licensed under the terms of the end user license that accompanies such Open Source Software. Nothing in this EULA limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any



license for particular Open Source Software, Rointe makes such Open Source Software, and Rointe' modifications to that Open Source Software, available by written request to Rointe at **SUPPORT@ROINTE.CO.UK**.

13.6. Term and Termination

This EULA and the license granted are effective on the date you first use the Product Software or Product and shall continue for as long as you own the Product, unless this EULA is terminated under this section. Rointe may terminate this EULA at any time if you fail to comply with any term(s) hereof. You may terminate this EULA effective immediately upon written notice to Rointe. Upon termination of this EULA, the license granted will terminate and **you must stop all use of the Product Software**, but the terms of Sections 2 through 18 (inclusive) will remain in effect, after any such termination.

13.7. Warranty Disclaimer

NOTWITHSTANDING ANYTHING TO THE CONTRARY AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ROINTE PROVIDES THE PRODUCT SOFTWARE "AS-IS" AND DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, QUIET ENJOYMENT, ACCURACY, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. ROINTE DOES NOT GUARANTEE ANY SPECIFIC RESULTS FROM THE USE OF THE PRODUCT SOFTWARE. ROINTE MAKES NO WARRANTY THAT THE PRODUCT SOFTWARE WILL BE UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL CODE, TIMELY, SECURE, OR ERROR-FREE. YOU USE ALL PRODUCT INFORMATION (AS DEFINED BELOW), THE PRODUCT SOFTWARE, AND THE PRODUCT AT YOUR OWN DISCRETION AND RISK. YOU WILL BE SOLELY RESPONSIBLE FOR (AND ROINTE DISCLAIMS) ANY AND ALL LOSS, LIABILITY, OR DAMAGES, INCLUDING TO YOUR HVAC SYSTEM, PLUMBING, HOME, PRODUCT, OTHER PERIPHERALS CONNECTED TO THE PRODUCT, COMPUTER, MOBILE DEVICE, AND ALL OTHER ITEMS AND PETS IN YOUR HOME, RESULTING FROM YOUR USE OF THE PRODUCT INFORMATION, PRODUCT SOFTWARE, OR PRODUCT.

13.8. Limitation of Liability

Nothing in this EULA and in particular within this "Limitation of Liability" clause shall attempt to exclude liability that cannot be excluded under applicable law. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN ADDITION TO THE ABOVE WARRANTY DISCLAIMERS, IN NO EVENT WILL (A) ROINTE BE LIABLE**

FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY DAMAGES FOR LOST DATA OR LOST PROFITS, ARISING FROM OR RELATING TO THE PRODUCTS OR PRODUCT SOFTWARE, EVEN IF ROINTE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (B) ROINTE' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATED TO THE PRODUCTS AND PRODUCT SOFTWARE, WHETHER IN CONTRACT OR TORT OR OTHERWISE, EXCEED THE FEES ACTUALLY PAID BY YOU TO ROINTE OR ROINTE'S AUTHORIZED RESELLER FOR THE PRODUCT AT ISSUE IN THE PRIOR 12 MONTHS (IF ANY). THIS LIMITATION IS CUMULATIVE AND WILL NOT BE INCREASED BY THE EXISTENCE OF MORE THAN ONE INCIDENT OR CLAIM. ROINTE DISCLAIMS ALL LIABILITY OF ANY KIND OF ROINTE' LICENSORS AND SUPPLIERS.

13.9. Limitations of Product Software

You acknowledge that the Products and Product Software are not certified for emergency response. **YOU UNDERSTAND THAT THE PRODUCTS AND PRODUCT SOFTWARE ARE NOT A THIRD-PARTY MONITORED EMERGENCY NOTIFICATION SYSTEM — ROINTE DOES NOT MONITOR EMERGENCY NOTIFICATIONS AND WILL NOT DISPATCH EMERGENCY AUTHORITIES TO YOUR HOME IN THE EVENT OF AN EMERGENCY.**

In addition, the Rointe Customer Care and Support contacts cannot be considered a lifesaving solution for people at risk in the home, and they are no substitute for emergency services. All life threatening and emergency events should be directed to the appropriate response services. Unless explicitly promising a “guarantee,” Rointe does not guarantee or promise any specific level of energy savings or other monetary benefit from the use of the Products or Product Software or any feature of them. Actual energy savings and monetary benefits vary with factors beyond Rointe’s control or knowledge. From time to time, Rointe may use the Product Software to provide you with information that is unique to you and your energy usage and suggests an opportunity to save money on energy bills if you adopt suggestions or features of the Product or Product Software. We do this to highlight an opportunity based on our analysis and information about you and your household. You acknowledge that these promotions are not a guarantee of actual savings, and you agree not to seek monetary or other remedies from Rointe if your savings differ. The Product Software provides you information (“Product Information”) regarding the Products in your home and their connection with other products and services. All Product Information is provided “as is” and “as available”. We cannot guarantee that it is

correct or up to date. In cases where it is critical, accessing Product Information through the Product Software is not a substitute for direct access of the information in the home.

13.10. Statistics & E-efficiency

Consumption measurements were performed with tests conducted by independent laboratories under controlled and stable conditions, with a percentage of variability in the outcome. The value displayed in the measurement may differ depending on conditions such as network status or other variables. Rointe is not responsible for how these variations may affect the end results. To ensure proper function, there should be connection to the Internet and the electric network at all times, as a simple disconnection, however small it may be, may lead to erroneous results. For more information please consult the terms and conditions of E-efficiency in the Rointe Connect App.

13.11. Confidentiality

“Confidential Information” shall mean the Product Software and all other information disclosed to you that Rointe characterizes as confidential at the time of its disclosure either in writing or orally, except for information which you can demonstrate: (a) is previously rightfully known to you without restriction on disclosure; (b) is or becomes, from no act or failure to act on your part, generally known in the relevant industry or public domain; (c) is disclosed to you by a third party as a matter of right and without restriction on disclosure; or (d) is independently developed by you without access to the Confidential Information. You shall use your best efforts to preserve and protect the confidentiality of the Confidential Information at all times, both during the term hereof and for a period of at least 3 years after termination of this EULA, provided, however, that any source code you receive shall be held in confidence in perpetuity. You shall not disclose, disseminate or otherwise publish or communicate Confidential Information to any person, firm, corporation or other third party without the prior written consent of Rointe. You shall not use any Confidential Information other than in the course of the activities permitted hereunder. You shall notify Rointe in writing immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this EULA, and will cooperate with Rointe in every reasonable way to regain possession of Confidential Information and prevent any further unauthorized use. If you are legally compelled to disclose any of the Confidential Information, then, prior to such disclosure, you will (i) immediately notify Rointe prior to such disclosure to allow Rointe an

opportunity to contest the disclosure, (ii) assert the privileged and confidential nature of the Confidential Information, and (iii) cooperate fully with Rointe in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event such protection is not obtained, you shall disclose the Confidential Information only to the extent necessary to comply with the applicable legal requirements.

13.12. Export Compliance

The Product Software and related technology are subject to European export control laws and may be subject to export or import regulations in other countries. You agree to strictly comply with all such laws and regulations and acknowledge that you have the responsibility to obtain authorization to export, re-export, or import the Product Software and related technology, as may be required. You will indemnify and hold Rointe harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by you of your obligations under this section.

13.13. Governing Law; Venue

The courts in some countries will not apply Spanish law to some types of disputes. If you reside in one of those countries, then where Spanish law is excluded from applying, your country's laws will apply to such disputes related to these terms. Otherwise, you agree that this EULA, and any claim, dispute, action, cause of action, issue, or request for relief relating to this EULA, will be governed by the laws of Spain, without giving effect to any conflicts of laws principles that require the application of the laws of a different jurisdiction. Any action or proceeding relating to this EULA must be brought in a state court located in Murcia, Region of Murcia, Spain and each party irrevocably submits to the jurisdiction and venue of any such court in any such claim or dispute, except that Rointe may seek injunctive relief in any court having jurisdiction to protect its intellectual property or Confidential Information.

13.14. Assignment

Neither the rights nor the obligations arising under this EULA are assignable by you, and any such attempted assignment shall be void and without effect.

13.15. Notices

Any notice to you may be provided by email to the address that you registered with Rointe.

13.16. Severability

If any provision of this EULA is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

13.17. Waiver

All waivers by Rointe will be effective only if in writing. Any waiver or failure by Rointe to enforce any provision of this EULA on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

13.18. General

The Product Software is deemed irrevocably accepted upon your use of the Product Software or Product. Rointe will have no responsibility to provide maintenance or support services with respect to the Product Software. The parties are independent contractors. You acknowledge that the Product Software contains valuable trade secrets and proprietary information of Rointe, that any actual or threatened breach of Section 2 (Restrictions) of this EULA will constitute immediate, irreparable harm to Rointe for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. The headings of Sections of this EULA are for convenience and are not to be used in interpreting this EULA. Except as otherwise provided in this section, no amendment to this EULA will be valid unless it is in writing hand-signed by the parties. Questions or Additional Information. If you have questions regarding this EULA, please contact Rointe.

13.19. Data Protection

The processing of personal data that is received or may be received in the future through the product and/or services related to it, shall comply with the principles and obligations established in the Law 15/1999, Protection of Personal Data and its Regulations, on the 13th of December, approved by the Royal Decree 1720/2007, on December 21st recorded in the legislation of the Kingdom of Spain.



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