

# Software as a Service Terms of Use for Business End Users

## Focussuite SaaS

(Worldwide, English, July 2024)

The following are the terms of the agreement between you ("you", "your"), a business end user and GMV Aerospace and Defence S.A.U. ("GMV").

By subscribing, accessing or using Focussuite SaaS Software as a Service ("Service"), you agree to these Terms of Use. If you do not agree to these Terms of Use, you may not subscribe, access or use the Service.

Through the Service, you have access to a variety of resources, information, content, services as well as outputs or results, collectively referred to as "Information".

GMV may revise the Terms of Use at any time without prior notice to you. The most current Terms of Use are at:

[https://www.gmv.com/sites/default/files/content/file/2024/08/23/111/gmv-focussuite\\_saas\\_terms-of-use.pdf](https://www.gmv.com/sites/default/files/content/file/2024/08/23/111/gmv-focussuite_saas_terms-of-use.pdf).

The revised Terms of Use will be effective when posted.

### **1. RESERVATION OF RIGHTS**

- 1.1. The Service and the Information are the intellectual property and copyrighted works of GMV or a third-party provider. All rights, title and interest not expressly granted with respect to the Service and Information are reserved. All Information is provided on an "As Is" and "As Available" basis, and GMV reserves the right to terminate the permissions granted to you and your use of the Information at any time.

### **2. PRIVACY AND CONTACT INFORMATION**

- 2.1. GMV informs you that the information you provide through the Service is automatically stored in our database. The information supplied by you is used by GMV for the provision of Service and the Information. You can edit your personal information or exercise your rights of access, correct or cancel this information, according to applicable law, contacting us at the following address:

GMV Aerospace and Defence S.A.U.  
Isaac Newton 11 P.T.M. Tres Cantos  
28760 Madrid - Spain  
Tel.: +34 91 807 21 00  
Fax.: +34 91 807 21 99

- 2.2. If you have any questions regarding these Terms of Use, or if you have any other questions of a technical or a commercial nature, you may contact GMV by e-mail, at focussuite-saas@gmv.com.

### **3. SERVICE AVAILABILITY AND SUPPORT**

- 3.1. While GMV will make reasonable efforts to procure that the Service is always available and perform as defined in <https://www.gmv.com/en-es/products/space/fdaas>, interruptions in the Service and degradation of its performance may occur from time to time and therefore the availability and quality of the data service is not guaranteed. Therefore, GMV accepts no responsibility for the availability or quality of the Service under any circumstances.

### **4. USERNAME, PASSWORDS FOR THE SAAS AND INFORMATION**

- 4.1. The access to and the use of the Service without a current, valid, fully paid subscription is prohibited.
- 4.2. You agree not to access or use the Service in any manner that could damage, disable, overburden, or impair any GMV accounts, computer systems or networks. You agree not to attempt to gain unauthorized access to the Service or any GMV accounts, computer systems or networks. You agree not to interfere or attempt to interfere with the proper working of the Service or any GMV accounts, computer systems or networks.
- 4.3. For subscribing to the Service, you must complete the registration process by providing us with current, complete and accurate information as required by the applicable form. The Service does not require or involve the use of personal data.
- 4.4. You will be required to choose a password and a username. You agree not to share your user(s) and password(s), account information, or access to the Service with any other person. You are responsible for maintaining the confidentiality of password(s) and account information, and you are responsible for all activities that occur through the use of your password(s) or account(s) or as a result of your access to the Service. You agree to notify GMV immediately of any use of your password(s) or account(s) that you did not authorize or that is not authorized by these Terms of Use.
- 4.5. You are not authorized to sell, rent, lease, share, copy, rebroadcast, transfer or sublicense your Service subscription or the Information provided through this Service to any third party without the express written permission of GMV. GMV reserves the right to cancel the access to the Service without any compensation or payment refunding if you do not comply with these obligations.

### **5. RIGHT TO USE**

- 5.1. Subject to these Terms of Use you are authorized to personally use the Service and the Information, for internal use by your business only.

- 5.2. Except as provided in these Terms of Use, your right of use of the Service and the Information, shall not include:
- a) any delivery or disclosure of any kind of software, either in whole or in part, in any form whatsoever, to you or to any third party;
  - b) for any resale purposes making the Service and the Information available to any third party, by any means for any purpose whatsoever;
  - c) making use of any Information, with a commercial purpose;
  - d) providing services making use of this Service or the Information, to any third party.

## **6. COPYRIGHT AND TRADEMARKS**

- 6.1. Copyright© 2013, 2024, GMV Aerospace and Defence S.A.U.. All rights reserved. You are advised that unauthorized copying, distribution, modification, public display, or public performance of copyrighted works may be an infringement of the rights of the copyright owner
- 6.2. GMV and Focussuite Marks are registered trademarks of GMV and/or its affiliates. Other names appearing on the Service or the Information may be trademarks of their respective owners.
- 6.3. You agree that you will not use the Service or the Information to infringe GMV's Intellectual Property rights or the Intellectual Property rights of third parties. You may not remove, deface, or overprint any notice of copyright, trademark, logo, or other notice of ownership from any Information or copies thereof.

## **7. DISCLAIMER**

- 7.1. Except where expressly provided otherwise, the Service and the Information, are provided on an "as is" and "as available" basis. GMV expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement with respect to the Service and the Information. GMV makes no warranty that: (a) the Service or Information will meet your requirements; (b) the Service will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the Service or the Information will be accurate or reliable; or (d) the quality of the Information will meet your expectations.
- 7.2. The Service and the Information are used at your own discretion and risk. GMV shall have no responsibility for any damage to your computer system or loss of data that results from the download or use of Information. You understand and acknowledge that the Service and the Information are not to be used for any life-critical or safety- critical related use or application.
- 7.3. GMV reserves the right to make changes or updates to and monitor the use

of the Service and the Information at any time without notice.

## **8. LIMITATION OF LIABILITY**

- 8.1. To the maximum extent permitted by the applicable law, in no event shall GMV be liable for any direct, indirect, incidental, special or consequential damages, or damages for loss of profits, revenue, data or data use, incurred by you or any third party, whether in an action in contract or tort, arising from your access to, or use of, the Service and the Information.

## **9. TERMINATION OF USE**

- 9.1. GMV may, in its sole discretion, at any time discontinue providing or limit access to the Service and the Information. You agree that GMV may, in its sole discretion, at any time, terminate or limit your access to, or use of, the Service and the Information if GMV determines that you have infringed upon these Terms of Use. You agree that GMV shall not be liable to you or any third-party for any termination or limitation of your access to, or use of, the Service and the Information.

## **10. WAIVER AND SEVERABILITY**

- 10.1. The failure of GMV to exercise or enforce any rights or provisions in these Terms of Use shall not constitute a waiver of such right or provision. If any part or provision of these Terms of Use is found to be unenforceable, such part or provision may be modified to make the Terms of Use as modified legal and enforceable and shall not affect or impair the remaining provisions of this Terms of Use. To this end the provisions of these Terms of Use are hereby declared to be severable.

## **11. APPLICABLE LAW AND JURISDICTION**

- 11.1. These Terms of Use and all matters relating to your access to, and use of, the Service and the Information, shall be governed by the Spanish Law.
- 11.2. You and GMV agree to submit to the exclusive jurisdiction of, and venue in, the courts Madrid in Spain in any dispute arising out of or relating to these Terms of Use and all matters relating to your access to, and use of, the Service and the Information.