



MOCA PLATFORM TERMS OF SERVICE (Software-as-a-Service)

Last updated: September 1st 2017

This agreement together with any applicable Purchase Order issued hereunder (the "**AGREEMENT**"), effective as of the date set forth on an applicable Purchase Order ("**EFFECTIVE DATE**"), is established as a legal agreement between the entity or person accepting these terms (the "**CUSTOMER**") and the legal entity of MOCA named InnoQuant Strategic Analytics, S.L. ("**INNOQUANT**"), with offices in Av. Torrelblanca 57, 08172 Sant Cugat del Vallés, Barcelona, Spain.

THIS AGREEMENT REGULATES THE ACCESS AND USE OF THE SERVICE BY THE CUSTOMER. BY ACCESSING THIS SERVICE OR USING IT, THE CUSTOMER ACCEPTS, IN REPRESENTATION OF A PHYSICAL OR LEGAL PERSON, TO COMPLY WITH THE CONDITIONS OF THIS AGREEMENT.

For the purposes of this AGREEMENT, "Party" shall mean INNOQUANT or the CUSTOMER according to the meaning of the expression in each case and "Parties" shall mean INNOQUANT and the CUSTOMER jointly.

1 SERVICES

1.1 Subscription License

Subject to the terms and conditions of this AGREEMENT, INNOQUANT (a) will use commercially reasonable efforts to host, operate and maintain the Services as set forth on the Purchase Order, which may include the MOCA Platform (the "**Platform**"), the MOCA Platform APIs (the "**APIs**") and/or other services offered by INNOQUANT (collectively, the "**Services**"), and (b) grants the CUSTOMER a non-exclusive, non-transferable, non-sublicensable right and subscription license to access and use the Services.

1.2 Access and Account Setup

INNOQUANT will render the Services in accordance with this AGREEMENT. INNOQUANT will provide the CUSTOMER with an Administrator Account that can be used to manage the User Accounts, Mobile Applications and other functionalities of the Services. The CUSTOMER shall administer the Services through the MOCA Console.

1.3 Additional Services

The CUSTOMER may subscribe to additional Services by submitting an additional Order Form or by activating said features from his MOCA Console Administrator Account (if we offer this option). This AGREEMENT will apply to all Purchase Orders and to all additional Services that the CUSTOMER may subscribe.

1.4 Availability

INNOQUANT will use commercially reasonable efforts to guarantee access to subscribed Services available 24 hours a day, 7 days a week, with the exception of interruptions scheduled for maintenance tasks. In the event that the CUSTOMER requires additional guarantees of availability, he or she must explicitly subscribe to the Enterprise Service Level Agreement ("**SLA**") in the corresponding Purchase Order.

1.5 Modification to Services

INNOQUANT may at any time make changes to the Services, which are reasonable from a commercial point of view (e.g. new features and improvements of MOCA Software). If, as a consequence of any adaptation or new version of the Services, INNOQUANT will consider it necessary to modify these Terms of Service, INNOQUANT will inform the CUSTOMER through the route that INNOQUANT establishes, provided that the CUSTOMER has subscribed to be informed of such changes.

1.6 Modifications to these Terms and Conditions

INNOQUANT may at any time make changes to these Terms and Conditions, which are reasonable from a commercial point of view. When INNOQUANT makes an essential change to any of the Terms and Conditions, INNOQUANT will inform the CUSTOMER by sending an email to the Email Address provided for Notifications, or through a notice in the MOCA Console. Any modification to the Terms and Conditions will be effective 30 days after the CUSTOMER has been notified, unless the CUSTOMER has an annual subscription and the change is detrimental, in which case if the CUSTOMER notifies INNOQUANT of its opposition to the change within thirty (30) days upon reception of the change notice in question, the CUSTOMER shall continue to be governed by the terms and conditions in force immediately prior to such change, until the end of the Term and Conditions of Service in progress, with respect to the affected Services. In case of renewal of the Services in accordance with the provisions of this AGREEMENT, the Terms and Conditions in force at the time of the renewal will apply.

2 PROCESSING OF DATA

2.1 Data Protection

In this AGREEMENT, the terms "personal data", "processing", "controller" and "processor" as used in these Terms have the meanings assigned to them in the European Data Protection Legislation. The parties acknowledge and agree that the Data Protection Legislation is applicable to the processing of CUSTOMER Data.

2.2 Processor and Controller Responsibilities

For the purpose of this AGREEMENT and with respect to the CUSTOMER Data, the parties agree that the CUSTOMER will be in charge of carrying out the control of the data ("controller") and INNOQUANT will be in charge of processing them ("processor").

The CUSTOMER will fulfill its responsibility as data control officer, as well as INNOQUANT will fulfill its responsibility to process them in accordance with the AGREEMENT. If the CUSTOMER Group Company is responsible for controlling the data (either independently or together with the CUSTOMER) with respect to certain CUSTOMER Data, the CUSTOMER declares and warrants to INNOQUANT that it is authorized to make the indications timely to INNOQUANT and act on behalf of and for the account of the Company of the CUSTOMER Group in relation to the CUSTOMER Data in accordance with the AGREEMENT.

If the European Data Protection Legislation applies to the processing of CUSTOMER Personal Data, the parties acknowledge and agree that: (a) INNOQUANT is a processor of that CUSTOMER Personal Data under the European Data Protection Legislation; (b) the CUSTOMER is a controller or processor, as applicable, of that CUSTOMER Personal Data under European Data Protection Legislation; and (c) each party will comply with the obligations applicable to it under the European Data Protection Legislation with respect to the processing of that CUSTOMER Personal Data.

2.3 Scope of Processing

The CUSTOMER indicates INNOQUANT to process the CUSTOMER Data in accordance with the following purposes: a) comply with the Instructions, b) provide the Services acquired by the CUSTOMER, c) provide product characteristics to facilitate the CUSTOMER the use of the Services and tools to create content, (d) to operate, maintain and assist the infrastructure used to provide the Services, and (e) to respond to CUSTOMER requests for assistance.

INNOQUANT will only process CUSTOMER Data in accordance with this AGREEMENT and will not process CUSTOMER Data for any other purpose unless EU or EU Member State law to which INNOQUANT is subject requires other processing of CUSTOMER Personal Data by INNOQUANT, in which case INNOQUANT will inform CUSTOMER via the Notification Email address. INNOQUANT will only process the CUSTOMER Data that the CUSTOMER or the End Users have transmitted through the Services.

2.4 Other Services

The CUSTOMER acknowledges that if you install, use or activate Additional Products that interact with the Services but are not part of the Services themselves, in such case the Services may allow Additional Products to access the CUSTOMER Data so that the Additional Products interact with the Services. The AGREEMENT does not apply to the processing of data transmitted to and from such other Additional Products. Such Additional Products are not required to use the Services and their use may be restricted, as determined by the CUSTOMER system administrator, in accordance with the AGREEMENT.

2.5 Data Security

INNOQUANT will adopt and implement the necessary technical and organizational measures in order to protect the CUSTOMER Data from its accidental or illegal destruction or accidental loss, alteration, unauthorized access or disclosure ("**Security Measures**"). The Security Measures include measures to encrypt personal data; to help ensure ongoing confidentiality, integrity, availability and resilience of INNOQUANT systems and services; to help restore timely access to personal data following an incident; and for regular testing of effectiveness. INNOQUANT may update or modify the Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services.

2.6 Security compliance by INNOQUANT Staff

INNOQUANT will take appropriate steps to ensure compliance with the Security Measures by its employees, contractors and Subprocessors to the extent applicable in its field of activity and to their scope of performance, including ensuring that all persons authorized to process CUSTOMER Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

2.7 Data Incidents

If INNOQUANT is aware of any Incident related to Security, INNOQUANT will notify the CUSTOMER of such Incident as soon as reasonably possible, taking into account the nature of the Incident. INNOQUANT shall make commercially reasonable efforts to work with the CUSTOMER in good faith to address any known breach of INNOQUANT's security obligations under the AGREEMENT. INNOQUANT will send to the CUSTOMER the pertinent notifications with respect to the Incident related to the Security. The CUSTOMER shall be solely responsible for complying with the third-party notification obligations.

INNOQUANT will not assess the contents of CUSTOMER Data in order to identify information subject to any specific legal requirements. The CUSTOMER is solely responsible for complying with incident notification laws applicable to the CUSTOMER and fulfilling any third-party notification obligations related to any Data Incident(s).

2.8 Data Correction, Blocking and Deletion

During the period of this AGREEMENT, INNOQUANT will provide the CUSTOMER or End Users with the ability to correct, block, export and delete CUSTOMER Data consistently with the functions of the Services. Once the CUSTOMER deletes the CUSTOMER Data (without being able to recover them), INNOQUANT will remove such CUSTOMER Data from its systems as soon as reasonably possible and within a maximum period of 180 days.

On expiry of the Term, the CUSTOMER instructs INNOQUANT to delete all CUSTOMER Data (including existing copies) from INNOQUANT systems in accordance with applicable law. INNOQUANT will, after a recovery period of up to 30 days following such expiry, comply with this instruction as soon as reasonably practicable and within a maximum period of 180 days, unless EU or EU Member State law requires storage. The CUSTOMER acknowledges and agrees that CUSTOMER will be responsible for exporting, before the Term expires, any CUSTOMER Data it wishes to retain afterwards.

2.9 Access to Data

INNOQUANT shall provide the CUSTOMER with the CUSTOMER Data in accordance with the terms of the AGREEMENT in a manner consistent with the functions of the Services, including the applicable SLA. To the extent that the CUSTOMER, in its use and administration of the Services, does not have the ability to modify or delete CUSTOMER Data (as required by applicable law), or to migrate CUSTOMER Data to another system or service provider, INNOQUANT will respond to reasonable requests made by the CUSTOMER to help facilitate such actions provided that INNOQUANT is legally allowed and has reasonable access to the CUSTOMER Data.

2.10 Data Protection Officer

According to General Data Protection Regulation ("GDPR", EU 2016/679) compliance directives of responsibility and accountability, the CUSTOMER can contact Data Protection Officer designated by INNOQUANT at legal@mocapplatform.com.

2.11 Data Storage, Processing and Transfer

The CUSTOMER may select in the Purchase Order, from locations where INNOQUANT or its Cloud service providers have facilities, where certain CUSTOMER Data will be stored (the "**Data Location Selection**"), and INNOQUANT will store it there in accordance with this AGREEMENT.

If a Data Location Selection is not made by the CUSTOMER in respect of any CUSTOMER Data, as part of the provision of Services, INNOQUANT may store and process the CUSTOMER Data in European Union countries or in any other country where INNOQUANT or its Cloud service providers have facilities, in any case complying with the provisions in the Data Protection Legislation.

2.12 INNOQUANT's Security Assistance

The CUSTOMER agrees that INNOQUANT will (taking into account the nature of the processing of CUSTOMER Personal Data and the information available to INNOQUANT) assist the CUSTOMER in ensuring compliance with any of CUSTOMER's obligations in respect of security of personal data and personal data breaches, including if applicable CUSTOMER's obligations pursuant to Articles 32 to 34 (inclusive) of the GDPR, by:

- implementing and maintaining the Security Measures in accordance with INNOQUANT Security Measures in accordance with Section 2.5;
- complying with the terms of Section 7.2 (Data Incidents); and
- providing CUSTOMER with the information contained in the AGREEMENT including these Terms.

2.13 Subcontractors

INNOQUANT may hire or engage one or more Subcontractors to provide limited parts of the Services. INNOQUANT will ensure that Subcontractors only access and use CUSTOMER Data in accordance with the terms of the AGREEMENT and that they are bound by written obligations that require them to provide at least the level of data protection required by the AGREEMENT. The CUSTOMER gives its consent to INNOQUANT to subcontract the processing of the CUSTOMER Data to Subcontractors in accordance with the terms stipulated in this AGREEMENT. Upon CUSTOMER written request, INNOQUANT will provide additional information regarding Third Party Providers and their locations. The CUSTOMER will send such requests to the Data Protection Officer at legal@mocapplatform.com.

3 CUSTOMER OBLIGATIONS

3.1 Compliance

The CUSTOMER must ensure that the CUSTOMER and the Users use the Services in accordance with the provisions of terms and conditions of this AGREEMENT, the **Privacy Policy** and applicable regulations. INNOQUANT may incorporate at any time new applications, services or additional functions to the Services, whose use may be subject to acceptance by the CUSTOMER of new terms and conditions. The CUSTOMER acknowledges and agrees that his/her use of the Application Programming Interfaces (APIs) is subject to the **API Terms of Use**.

3.2 Management of Services

Through the MOCA Console, the CUSTOMER shall designate an Administrator, who can access the Administrator Account from which he/she can manage the User Accounts. It shall be the responsibility of the CUSTOMER: (a) to maintain the confidentiality of the password and the Administrator Account; (b) verify that all activities developed in connection with or through the Administrator Account and User Account(s) comply with the provisions of this AGREEMENT, assuming full responsibility for any breach by Administrator or Users of any such provisions.

3.3 Privacy and User Consent

The CUSTOMER will obtain and maintain any required consents necessary to permit the processing of CUSTOMER Data under this AGREEMENT.

The Administrator designed by the CUSTOMER shall have the ability to access, monitor, use or disclose data available to Users contained in User Accounts through the MOCA Console. The CUSTOMER agrees to obtain and to conserve the consents of the Users that are necessary in order to allow: (a) such access, supervision, use and/or disclosure by the CUSTOMER; and (b) INNOQUANT the provision of the Services in the manner provided in this AGREEMENT.

3.4 Unauthorized uses

The CUSTOMER will make reasonable efforts to prevent unauthorized use or access to the Services, as well as to stop any unauthorized use. The CUSTOMER will immediately notify INNOQUANT of any unauthorized use or access to the Services of which it may have knowledge.

3.5 Restrictions of use

Except to the extent expressly authorized by this AGREEMENT or otherwise agreed in writing by INNOQUANT, the CUSTOMER shall not: (a) sell, resell, or lease the Services to a third party, or otherwise make the Services available to third parties; (b) attempt to perform reverse engineering in connection with the Services or any component of the Services, except to the extent permitted by applicable law; (c) seek to create a substitute or similar service through the use or access to the Services; (d) use the Services for High-Risk Activities; or (e) use the Services to store or transfer any CUSTOMER Data that is controlled for export purposes in accordance with the Export Control Laws and will use reasonable efforts to ensure that no third party performs any such action. Without limiting the rights of INNOQUANT with respect to any other breach of this Clause 3.5, breach of Clause 3.5 (e), shall be considered a substantial breach not subject to remedy under clause 11.1.1.

3.6 Responsibilities under European Legislation

If the European Data Protection Legislation applies to the processing of CUSTOMER Personal Data, the CUSTOMER agrees and acknowledges that it is compliant with obligations applicable to it under the European Data Protection Legislation with respect to the processing of that CUSTOMER Personal Data.

4 SUBSCRIPTION FEES AND PAYMENT

4.1 Subscription Fee

The Subscription Fees will be fixed during the subscription Term, except that: (i) the CUSTOMER exceeds the Limits established in the subscription and as defined in the corresponding Purchase Order, in particular the limit of users or other limitations that may apply (see the section "Subscription Limits"); or (ii) the CUSTOMER subscribes to additional Services or change Subscription Limits, including Users, Devices and/or additional Places. In the case of Services to which limits of Users, Devices or Places apply, the CUSTOMER will be charged the fees associated with all Users, Devices and/or Places to be invoiced.

4.2 Subscription Limits

The Purchase Order associated with the subscribed Services sets the monthly usage limits established in it. These limits are designated based on particular Service being purchased and may include the following options.

In the case of Services to which user limits apply, the CUSTOMER will be charged the additional fees associated with the excess of the number of users in a calendar month with respect to the limit contracted in the subscription Term.

4.3 Limit adjustments in the next calendar month

INNOQUANT will determine if the CUSTOMER has exceeded the monthly Subscription Limits established in the subscription for the next calendar month. This revision is completed at the end of each calendar month. If the CUSTOMER exceeds any monthly limit by more than 20% unless specified otherwise in the Purchase Order, when this revision is completed, the CUSTOMER's Subscription Fee will increase at the beginning of the next calendar month to bring it to the price of the level corresponding to the maximum limit revised. This review and update process will be applied to each calendar month during the subscription Term.

4.4 Limit adjustments at annual renewal

At the time of renewal, the subscription of the CUSTOMER will be adjusted to the rates according to the maximum number of users, devices and places assigned at the end of the current subscription Term.

4.5 Payment

All payments must be made in the currency indicated in the Purchase Order or invoice (as applicable). The CUSTOMER will pay for the Services according to one of the methods included below, which the CUSTOMER must choose when placing an order for Services. Payment methods may not be available to all CUSTOMERS.

4.5.1 Payment by credit card

The Prices of orders paid by credit or debit card, or by direct debit from the CUSTOMER's bank account, expire at the beginning of the subscription Term during which the CUSTOMER receives the Services. The CUSTOMER expressly authorizes that INNOQUANT will charge to the CUSTOMER's credit or debit card, or to the CUSTOMER's bank account (as applicable), all applicable Prices once expired. Likewise, the CUSTOMER authorizes INNOQUANT to employ a third party to process the payments, and accepts the disclosure of its payment information to said third party.

4.5.2 Payment against invoice

If the CUSTOMER chooses payment against invoice, he expressly authorizes INNOQUANT to invoice no more than forty-five (45) days before the beginning of the subscription Term and each subsequent Billing Period, and other times during the subscription Term when there are fees that must be paid. All invoiced amounts are due and payable within thirty (30) days from the date of the invoice, unless specified otherwise in the Purchase Order, and are considered pending payment from that date.

INNOQUANT may occasionally offer the CUSTOMER alternative options or billing plans (for example, in the Purchase Order). If the CUSTOMER accepts an option or alternative billing plan, the terms of said option or plan will be applicable as identified in the offer.

4.6 Late Payment Interests

INNOQUANT may demand an interest for late payments, according to Law 48/2015 of General State Budgets published in Official Bulletin of the Spanish State Number 260 of October 30, 2015, applicable between the due date and the date of the actual payment of the corresponding amount, both before and after judgment, on the amount corresponding to the Price pending payment. The CUSTOMER will be responsible for any reasonable expenses (including attorneys' fees and expenses) incurred by INNOQUANT in the collection of any amounts due and payable that are pending, except in the event that such amounts result from any errors in the INNOQUANT billing system.

4.7 Suspension for non-payment

4.7.1 Automatic Suspension

If the CUSTOMER does not pay INNOQUANT the fees pending payment within 30 days from its due date, INNOQUANT may automatically suspend the use of the Services by the CUSTOMER until the CUSTOMER pays the remaining amount.

4.7.2 During Suspension

If the CUSTOMER has an annual commitment to INNOQUANT Services and is suspended for non-payment, INNOQUANT will continue charging the subscription fee while the CUSTOMER is suspended.

4.7.3 Termination after Suspension

If any pending amount is not paid within 60 days of its expiration, INNOQUANT may immediately terminate this AGREEMENT with a written notice to the CUSTOMER (which may be by email).

4.8 Claims regarding billing

Any claim related to billing must be submitted prior to the due date of the invoice. If the parties determine that certain billing system errors are attributable to INNOQUANT, INNOQUANT will not issue a corrected invoice but a credit voucher specifying the amount of the invoice that was found to be incorrect. If the claimed invoice has not yet been paid, INNOQUANT will apply the amount of the credit voucher to it and the CUSTOMER will be responsible for paying the resulting net balance due on said invoice.

4.9 Purchase Orders

If the CUSTOMER requests a purchase order number on his/her invoice, the CUSTOMER must inform INNOQUANT and INNOQUANT will include that order number in the invoices after the notification. If the CUSTOMER does not provide the order number, the CUSTOMER waives any order requirement and (a) INNOQUANT will invoice the CUSTOMER without order number; And (b) the CUSTOMER agrees to pay those invoices without a referenced order number. The parties agree that none of the terms and conditions set forth in the purchase orders issued by the CUSTOMER shall apply to this AGREEMENT and may not modify it, and that any term or condition set forth in such purchase orders shall be null and void.

The CUSTOMER acknowledges and accepts that the information contained in the INNOQUANT website about the contracting of the Services does not constitute a contractual offer or the beginning of a commercial relationship with the CUSTOMER, but must comply with the established requirements for the purchasing process as stated in this AGREEMENT and in accordance with the applicable regulations.

4.10 Taxes

All subscription fees exclude taxes, which will be charged accordingly with the applicable regulations. CUSTOMER is responsible for any Taxes, and CUSTOMER will pay INNOQUANT for the Services without any

reduction for Taxes. The CUSTOMER is not responsible for any taxes that corresponds to gross income or net income of INNOQUANT.

If the CUSTOMER resides in the European Union, the CUSTOMER may provide INNOQUANT in a timely fashion with a valid tax exemption certificate issued by the relevant tax authority in his/her corresponding member state in order to be exempt from VAT tax. Otherwise, INNOQUANT is obliged to collect taxes, and these will be billed to the CUSTOMER.

If the CUSTOMER is subject to the GST (Tax on goods and services), we inform you that none of the INNOQUANT rates include this tax. In the event that the CUSTOMER must deduct or withhold any tax, he/she must pay the corresponding amount required by law and pay the INNOQUANT an additional amount so that INNOQUANT receives the full payment without any deduction or withholding.

5 TECHNICAL SUPPORT SERVICES

5.1 Provided by the CUSTOMER

The CUSTOMER must, at his/her own expense, answer any questions and claims that may be raised by the Users or any third parties in relation to the use of the Services by the CUSTOMER or the Users. The CUSTOMER shall make reasonable efforts in order to solve for itself the incidents that in the matter of technical support could be notified, before forwarding them to INNOQUANT in accordance with what is established in Clause 5.2.

5.2 Provided by INNOQUANT

If the CUSTOMER is unable to solve an incident in accordance with the provisions of Clause 5.1, he/her may submit it to INNOQUANT in accordance with the terms associated with the subscribed Services in the corresponding Purchase Order and stipulated in **Support Terms** document.

6 SUSPENSION

6.1 Of the User Accounts by INNOQUANT

If INNOQUANT warns that a User Account is being used in breach of this AGREEMENT, INNOQUANT may specifically request the CUSTOMER to suspend the corresponding User Account. If the CUSTOMER does not suspend a certain User Account at the request of INNOQUANT, INNOQUANT may suspend it by itself. Such suspension will continue until the User in question corrects the breach that would have given rise to it.

6.2 Security Emergencies

Notwithstanding the foregoing, in the event of any Security Emergency, INNOQUANT may automatically suspend the impacted User Accounts. The Suspension will have the minimum entity and the shortest duration necessary, according to INNOQUANT, to prevent or solve the Security Emergency. In case INNOQUANT Suspends any User Account(s), for any reason, without previous notification to the CUSTOMER, at the request of the latter, INNOQUANT will provide to the CUSTOMER the reasons that have motivated the Suspension, as soon as reasonably practicable.

7 CONFIDENTIAL INFORMATION

7.1) The recipient of any Confidential Information may not disclose such information, except to Group Companies, Subcontractors, Employees or Professional Advisers who need to know it and who have agreed in writing (or in the case of professional advisers, who are obliged to do so in accordance with the applicable regulations) to maintain the confidentiality of the same. The recipient shall ensure that such persons and entities use such Confidential Information only to exercise rights and to fulfill obligations under this Agreement and shall take all reasonable measures to protect it. Likewise, the recipient may disclose the Confidential Information if required by law, after reasonable notice, if permitted by law, the person or entity that disclosed it. Said notification must be made sufficiently in advance for the discloser to request a confidential treatment, a protection order or other similar solutions prior to disclosure.

7.2) The Confidential Information does not include information: a) that is already known by the recipient, b) that it is made public without responsibility of the recipient, c) that the recipient generates independently or d) that a third party transmits it legitimately.

8 INTELLECTUAL PROPERTY RIGHTS, BRAND ELEMENTS, ADVERTISING

8.1 Intellectual Property Rights

Except as expressly provided herein, this AGREEMENT does not guarantee to any party any right, title or interest in the Intellectual Property Rights of the other party or its licensors. As agreed between the parties, the CUSTOMER is the owner of all Intellectual Property Rights corresponding to the CUSTOMER Data and

INNOQUANT is the owner of all Intellectual Property Rights corresponding to the Services and to the MOCA Platform, MOCA Platform APIs and related materials.

In particular, the CUSTOMER hereby acknowledges and agrees that the MOCA Platform, including the MOCA Software and any other software, hardware and associated documentation has been created by INNOQUANT, who shall retain all intellectual, industrial or other rights over the same, which may not be subject to further modification, copying, alteration, reproduction, adaptation or translation by the CUSTOMER.

The structure, characteristics, codes, working methods, information systems, development tools, know-how, methodologies, processes, technologies or algorithms of the MOCA Platform are owned by INNOQUANT, or its suppliers, having been, in the latter case, subject to license or assignment by them, and are protected by Spanish or international standards of intellectual and industrial property, and may not be subject to further modification, copying, alteration, reproduction, adaptation or translation by the CUSTOMER .

Consequently, any use by the CUSTOMER of the MOCA Platform, its Services or Associated Materials that is made without the authorization of INNOQUANT is strictly prohibited, including its exploitation, reproduction, dissemination, transformation, distribution, transmission by any means, subsequent publication, exhibition, public communication or total or partial representation, which, if they occur, will constitute infractions of INNOQUANT's intellectual or industrial property rights, sanctioned by current legislation.

8.2 Distinctive Signs

Neither party may display or use the Distinctive Signs of the other party, except as expressly permitted in this AGREEMENT, without the prior written consent of the other party. INNOQUANT will only be able to display those Distinctive Signs of the CUSTOMER that the CUSTOMER would have authorized (such authorization is understood granted when CUSTOMER uploads its Distinctive Signs to the Services), and only in those sections of the Service pages expressly designated for the purpose. The CUSTOMER may specify the nature of this use through the MOCA Console. If the CUSTOMER wants to display the INNOQUANT Distinctive Signs in connection with the Services, the CUSTOMER must comply with the Brand Guidelines. INNOQUANT may include the Distinctive Signs of INNOQUANT on the Service pages to indicate its status as a provider of the Services.

8.3 Limitations of Distinctive Signs

Any goodwill resulting from the use by either party of the Distinctive Signs of the other shall belong to that other party. Either party may revoke its consent to the use by the other party of its Distinctive Signs under this AGREEMENT, by written notice thereof, at any time in due time.

8.4 Advertising

The CUSTOMER agrees that INNOQUANT may include the CUSTOMER name or his/her brand elements in a list of INNOQUANT clients, online or in promotional materials. In addition, the CUSTOMER also accepts that INNOQUANT may make a verbal reference to the CUSTOMER as a client of INNOQUANT products or services, as stipulated in this AGREEMENT. This clause is subject to Clause 8.3.

9 GUARANTEES

9.1 Guarantees

Each party warrants to the other party that it will devote all its reasonable efforts and efforts to fulfill its obligations under this AGREEMENT.

9.2 Disclaimers

Under clause 13.1 b), no condition, warranty or other terms shall apply to any Service or other goods or services provided by INNOQUANT pursuant to this AGREEMENT unless expressly set forth in this AGREEMENT. For the sake of clarity, no implied terms, warranties or conditions (including conditions relating to satisfactory quality, suitability for a particular purpose or compliance with the description) shall apply.

INNOQUANT does not make any representations or warranties concerning any content contained in or accessed through the Services, and we will not be responsible or liable for the accuracy, copyright compliance, legality, or decency of material contained in or accessed through the Services. INNOQUANT make no representations or warranties regarding suggestions or recommendations of services or products offered or purchased through the Services.

10 SUBSCRIPTION TERM AND RENEWAL

10.1 Duration of these Terms

This AGREEMENT will take effect on the Effective Date and shall remain in force during the twelve (12) month subscription Term or other Term specified in the Purchase Order, except in the case of early termination in accordance with its own terms. The subscription will be renewed automatically as indicated in clause 10.4. The renewal subscription fee indicated in the Purchase Order will apply. This fee will be subject to adjustments as

specified in section 4. If the renewal fee is not included in the Purchase Order, INNOQUANT subscription fee available at that time will be applied on the day of the renewal.

10.2 Purchases during the Term of Services

INNOQUANT will provide the Services to the CUSTOMER during each subscription Term of the Services. Unless the parties agree otherwise in writing, the additional Services purchased during the subscription Term for the Services will have a prorated period ending on the last day of the subscription Term for the Services. If the CUSTOMER adds or modifies the additional Services during the subscription Term, the fees for these additional Services will be prorated and renewed along with the subscription, unless otherwise indicated in the corresponding Purchase Order.

10.3 Review of subscription fees

INNOQUANT may revise its subscription fees for any Renewal Term by notifying it in writing or by e-mail to the CUSTOMER at least 45 days before the Renewal Term begins, unless otherwise indicated in the corresponding Purchase Order.

10.4 Renewal

10.4.1 Subscription renewal

The Services will be renewed at the end of each subscription Term of the Services in accordance with the choice of the CUSTOMER in the Purchase Order or in the MOCA Console (if this option is provided). The renewal fees indicated in the Purchase Order will apply. This fee will be subject to adjustments as specified in section 4. If the renewal fee is not included in the Purchase Order, INNOQUANT subscription fee available at that time will be applied on the day of the renewal.

10.4.2 Modification of Subscription

The CUSTOMER may modify the subscribed Services by communicating to INNOQUANT a new Purchase Order for the account to be renewed or directly through the MOCA Console (if this option is provided). The CUSTOMER will continue to pay INNOQUANT the current subscription according to the applicable fees for renewal unless the CUSTOMER and INNOQUANT agree otherwise.

10.4.3 Notice of non-renewal by CUSTOMER

Unless otherwise specified in the Purchase Order, the subscription will be renewed automatically as stipulated in clause 10.4. In order to prevent the service subscription from being automatically renewed, the CUSTOMER must send a written notification no less than forty-five (45) days before the end of the subscription Term. If the CUSTOMER decides not to renew his subscription, he must send a Notice of Non-renewal by email to support@mocaplatform.com. This notification of non-renewal will be effective once the current service subscription Term expires, at which time the AGREEMENT will terminate automatically.

10.4.4 Notice of non-renewal by INNOQUANT

Unless otherwise specified in the Purchase Order, if INNOQUANT does not wish to renew the Services, INNOQUANT will notify the CUSTOMER in writing (including sending email to the Notification Email Address) at least forty-five (45) days before the current service subscription Term ends. This notification of non-renewal will be effective once the current service subscription Term expires, at which time the AGREEMENT will terminate automatically.

11 TERMINATION

11.1 General Termination

11.1.1 Annual Subscription Termination

Under the Annual Subscription of Services, the CUSTOMER cannot terminate the AGREEMENT before the expiration of the current Term of Services. In order to clarify any doubt, termination of the AGREEMENT by INNOQUANT according to Clause 4.4.3 or 11.1 shall not release the CUSTOMER from its obligation to pay the full amounts committed annually by the CUSTOMER that were pending payment on the day of termination.

11.1.2 Resolution in case of non-compliance

Either party may suspend compliance and/or resolve the AGREEMENT (including any Purchase Order issued on the basis thereof), with immediate effect, if the other party: (i) fails to comply with the present AGREEMENT, and the breach in question is not susceptible to correction; (ii) fails to comply with this AGREEMENT in an essential manner twice or more, without prejudice to any remedy of non-compliance; or (iii) fundamentally breaches this AGREEMENT and, notwithstanding that such breach may be remedied, the party in question will not remedy it within a period of thirty (30) days from the receipt of the written notification in this regard sent by the other part.

11.1.3 Resolution in cases of insolvency

Either party may suspend compliance with this AGREEMENT and/or terminate it (including any Purchase Order issued on the basis thereof), with immediate effect: (i) in the event that the other party reaches any settlement or composition with its creditors or for the benefit of the latter, or be subject to any form of judicial administration or liquidation, be declared bankrupt or insolvent, or be dissolved or in any other way cease its activity; or (ii) in the event that said other party is subject to any similar event or procedure in the jurisdiction in which it was incorporated or was a resident, or in which it carried out its activity or had assets.

11.2 Effects of contract termination

In the event of resolution or termination of this AGREEMENT (including Purchase Orders): (i) immediately cease any rights granted by either party to the other; (ii) INNOQUANT shall allow the CUSTOMER to access and export the CUSTOMER Data for a reasonable period of time, with INNOQUANT's pricing rates in effect at that time in respect of the applicable Services in question; (iii) after a reasonable period of time, INNOQUANT will delete the CUSTOMER Data by deleting all associated information from the active and replicated INNOQUANT storage servers and overwriting such information over time; and (iv) each party shall, at the request of the other, make reasonable efforts to immediately return or destroy any Confidential Information of the other party in its possession.

12 INDEMNIFICATION

12.1) If the CUSTOMER receives any claim from a third party in which it alleges that either the technology used by INNOQUANT for the purpose of providing the Services, or any INNOQUANT Distinctive Sign infringes any copyright, secret or trademark of that third party (a) shall immediately notify such circumstance to INNOQUANT, and (b) provide INNOQUANT with any information, assistance and reasonable assistance in order to respond and, in its sole discretion, and (c) allow INNOQUANT to control and hold, on an exclusive basis, the defense against such claim and, as the case may be, any AGREEMENT that could be reached in this regard. The CUSTOMER may, at his/her expense, designate the counsel of his/her choice to supervise the handling of such claim.

12.2) INNOQUANT shall not be liable in any case under this Clause 12 for any Intellectual and Industrial Property Claims derived from: (a) the use of INNOQUANT Distinctive Services or Signs in any way that does not comply with provided in this AGREEMENT, any modification or alteration of Distinctive Services or Signs, or any combination thereof with third party Products; and/or (b) any content, information or data provided by the CUSTOMER, Users or any other third party, to INNOQUANT.

12.3) In the event that a third party alleges, or INNOQUANT understands, that the use of the Services by the CUSTOMER infringes Intellectual and Industrial Property Rights, INNOQUANT may (in its sole discretion) suspend the use by the CUSTOMER of any of the Services, or modify such Services in order to remedy the violation. In the event that neither option is commercially reasonable, INNOQUANT may suspend or terminate the use by the CUSTOMER of the affected Services. If any suspension that may occur under this clause extends for more than 30 days, the CUSTOMER may, at any time and until the date on which the provision of the Services in question is resumed, immediately resolve this AGREEMENT by sending to INNOQUANT a written notice. In the event of termination of the Services in accordance with the provisions of this Clause 12.3, INNOQUANT will reimburse in the proportion that proceeds any amount actually paid by the CUSTOMER corresponding to the period after the termination.

12.4) If INNOQUANT receives any claim from a third party in which it alleges that the CUSTOMER Data, the CUSTOMER Name or Domain Names and/or the CUSTOMER Distinctive Signs infringe Intellectual and Industrial Property Rights, INNOQUANT (a) shall immediately notify such circumstance to the CUSTOMER, and (b) provide the CUSTOMER with any information, assistance and reasonable cooperation for the purpose of responding and, if appropriate, raising the defense corresponding to such claim in respect of Intellectual and Industrial Property of the CUSTOMER, and (c) allow the CUSTOMER to control and hold, exclusively, the defense against such claim and, if applicable, any extrajudicial agreement that could be achieved in this regard. INNOQUANT may, at its expense, designate the lawyer of its choice to supervise the handling of said claim.

12.5) This Clause 12 includes the liability and corresponding actions of each party in the event of infringement of the Intellectual and Industrial Property Rights of a third party, excluding any other responsibilities or actions.

13 LIMITATION OF LIABILITY

13.1) The provisions of this AGREEMENT shall not exclude or limit the liability of any party in the event of: (a) death or personal injury attributable to the gross negligence of either party or its employees, agents or representatives; (b) false or fraudulent statement; (c) breach of any implied term of ownership or peaceful possession; or (d) misuse of confidential Information.

13.2) Except as expressly provided otherwise in this AGREEMENT, none of the provisions of this AGREEMENT constitutes an exclusion or limitation of the liability of the parties under Clause 12.

13.3) Under Clauses 13.1 and 13.2, neither party shall be liable under this AGREEMENT (under contract, tort (including negligence) or otherwise) of the following losses affecting the other party or (whether or not the parties have contemplated the possibility of such losses on the date of entry into force of this AGREEMENT):

- a) Loss of actual or anticipated benefits (including contract benefits);
- b) Loss of anticipated saving;
- c) Loss of business opportunities;
- d) Loss of prestige or damage to goodwill;
- e) Special, indirect or derivative losses.

13.4) Subject to the provisions of Clauses 13.1, 13.2 and 13.3, INNOQUANT's liability under this AGREEMENT (contractual, tort (including negligence) or any other nature) for any cause arising in a Contract Year shall be limited to 100% of the total amount paid and payable by the CUSTOMER under this AGREEMENT.

14 OTHER PROVISIONS

14.1 Notifications

Unless otherwise provided in this AGREEMENT, any notice or notice of termination or breach of this AGREEMENT shall be made in English or in Spanish by writing to the Legal Department of the other party and forwarded to the registered office (or to address for notifications specified in the Purchase Order) or (as applicable) to the email address legal@mocaplatform.com, or in each case to any other address which either party has notified to the other in accordance with the provisions of this Clause 14.1. The notifications will be understood delivered at the moment of their reception as a result of the corresponding physical or electronic acknowledgment (as applicable in each case). Any other communication must be made in English or in Spanish by writing to the main contact of the other party and sent to the postal address or email of the latter in force at that time.

14.2 Assignment

Neither party may assign its rights or obligations under this AGREEMENT without the prior written consent of the other party, except in the case of assignment to any Company in its Company Group, provided that: (i) the assignee undertakes for written to be bound by the terms of this AGREEMENT; (ii) the assignor notifies the assignment to the other party; and (iii) in those cases where the assignor is the CUSTOMER, the assignee satisfactorily passes all the credit controls required by INNOQUANT.

14.3 Subcontracting

Subject to Clause 2.12, INNOQUANT may subcontract in whole or in part compliance with its obligations under this AGREEMENT without the prior written consent of the CUSTOMER. INNOQUANT will nevertheless continue to be fully responsible for compliance with them, in particular for any actions and/or omissions of its subcontractors in this regard, as if it were their own actions and/or omissions.

14.4 Force Majeure

The Parties shall not be liable for breach of the obligations set forth in this AGREEMENT to the extent that such breach is due to causes reasonably beyond the control of the defaulting Party, such as, but not limited to, fires, floods, strikes, labor disputes or other social disorders, shortage or unavailability of fuel or electric power, unavailability or anomalous functioning of communications networks, accidents, wars (declared or not declared), commercial embargoes, blockades, disturbances or insurrections.

14.5 Disclaimers

The lack of exercise or delay in the exercise of any right or action contemplated or derived from this AGREEMENT shall not imply any waiver to enforce said (or any other) right or action.

14.6 Partial nullity

Any nullity, annul ability or inability, total or partial, of any of the terms of this AGREEMENT will not prejudice the validity or effectiveness of the same or the remaining part of the affected clause (if any).

14.7 Relationship between the parties

Except as expressly provided otherwise, the provisions of this AGREEMENT shall not create any type of agency relationship, partnership or joint venture between the parties.

14.8 Modifications

Any modification to this AGREEMENT must be made in writing, expressly indicate its character as such and must be notified by INNOQUANT to the CUSTOMER.

14.9 Applicable Law

Any dispute arising from the interpretation or execution of these Terms of Service or any of its possible modifications, as well as any breach thereof, shall be interpreted in accordance with Spanish law.

14.10 Competent Jurisdiction

In order to resolve any controversy related to the provisions of this AGREEMENT or in execution thereof, INNOQUANT and the CUSTOMER expressly submit to the Courts and Tribunals of Barcelona, with waiver of any other jurisdiction that may correspond to them. The language to be used will be Spanish.

APPENDIX I. DEFINITIONS

For the purposes of this AGREEMENT, and unless otherwise expressly provided herein:

- 1) **"Additional Products"** refers to additional products that the CUSTOMER installs, uses or activates that interact with the Services but are not part of the Services themselves.
- 2) **"Administrators"** means the technical personnel designated by the CUSTOMER and responsible on behalf of the CUSTOMER to administer and manage the Account and Services for Users.
- 3) **"Amounts"** refers to the amounts that INNOQUANT charges the CUSTOMER for the Services.
- 4) **"Annual Subscription"** means the period of one year commencing on the Effective Date or on the subsequent anniversary of the Effective Date (as applicable).
- 5) **"API Terms of Use"** refers to terms and conditions of use for MOCA Platform APIs as described at <https://mocaplatform.com/api-terms>, or in any other address that could indicate INNOQUANT.
- 6) **"APIs"** (Application Programming Interfaces) means the MOCA Platform Application Programming Interfaces as described at <https://developer.mocaplatform.com>, or in any other address that may indicate INNOQUANT.
- 7) **"Brand Guidelines"** means the INNOQUANT terms and conditions applicable to the use by third parties of INNOQUANT Distinctive Signs, as described at <https://mocaplatform.com/brand-terms> or in any other that could indicate INNOQUANT.
- 8) **"Confidential Information"** means any information disclosed by either party to the other party under this AGREEMENT which is identified as such or which, in view of its nature, content or the circumstances of its disclosure, should reasonably be considered confidential.
- 9) **"Contract Year"** means the period of one year commencing on the Effective Date or on the subsequent anniversary of the Effective Date (as applicable).
- 10) **"CUSTOMER"**: The entity that contracts the MOCA Platform Services in SaaS mode.
- 11) **"CUSTOMER Data"** has the meaning given in the AGREEMENT; or, if no such meaning is given, means any data (including personal data) collected, provided, generated, transmitted or published by the CUSTOMER or on behalf of the CUSTOMER including CUSTOMER MOCA Console Users, or End Users of CUSTOMER's Mobile Applications or Websites, via the Services under the User Account.
- 12) **"CUSTOMER Personal Data"** means any personal data collected, provided, generated, transmitted, or published by the CUSTOMER, its MOCA Console Users, or End Users of its Mobile Applications or Websites, and processed through the Services under the User Account.
- 13) **"Data Incident"** means a breach of INNOQUANT's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, CUSTOMER Data on systems managed by or otherwise controlled by INNOQUANT. "Data Incidents" will not include unsuccessful attempts or activities that do not compromise the security of CUSTOMER Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.
- 14) **"Data Location Selection"** means that the CUSTOMER may select the location where certain CUSTOMER Data will be stored, and INNOQUANT will store the CUSTOMER Data in the Data Location Selection in accordance with the Data Protection Policy.
- 15) **"Data Protection Policy"** means the national rules adopted in implementation of the Data Protection Legislation in European Union or in the country where the CUSTOMER is established.
- 16) **"Distinctive Signs"** means the trademarks, trade names and logos of each party, as well as their domain names and any other distinctive signs belonging thereto.
- 17) **"European Data Protection Legislation"** refers to: (a) the GDPR; and/or (b) the Federal Data Protection Act of 19 June 1992 (Switzerland).
- 18) **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.
- 19) **"Intellectual property rights"** means all copyrights, moral rights, patent rights, trademarks, design rights, database rights or related rights, confidential or related information rights, domain names or related to these and all other intellectual property rights (registered or unregistered) in the world.
- 20) **"Initial Term of Duration of Services"** means, in the annual subscription, the term for the applicable Services beginning on the Effective Date of the Services and continuing for 12 months (or, if different, the duration established in the Purchase Order).
- 21) **"Instructions"** means the instructions provided by the CUSTOMER through the MOCA Console, originated by the CUSTOMER and Users in their use of the Services, the CUSTOMER's written instructions specified in this AGREEMENT and any subsequent written instructions provided by the CUSTOMER and accepted by INNOQUANT.
- 22) **"MOCA Console"**: represents the online tool that INNOQUANT provides to the CUSTOMER to access and use the subscribed Services through the link: <https://console.mocaplatform.com>, or in any other address that may indicate INNOQUANT.
- 23) **"MOCA Platform"** means a location intelligence and marketing automation platform owned by INNOQUANT, composed of different elements of hardware, software (including, among others, the MOCA Software), communications and services provided by INNOQUANT or by third party suppliers of INNOQUANT, accessible through the Internet, which uses scientific techniques and scalable, high-performance computing to provide business intelligence and mobile marketing services. It allows collecting, storing

and analyzing data from mobile devices, web pages or other hardware devices of the CUSTOMER and where the CUSTOMER can carry out the digital marketing campaigns and consume business intelligence services.

- 24) "**MOCA SDK**": a software element of the MOCA Platform. Refers to the software modules provided by INNOQUANT and installed within the CUSTOMER's mobile application(s) and/or CUSTOMER's web applications(s) in order to collect the data, send such data for storage and analysis on the MOCA Platform servers, and provide the advertising content to the end users of such applications.
- 25) "**Notification Email Address**" means the email address(es) designated by the CUSTOMER in the MOCA Console, or in the Purchase Order (as applicable), to receive certain notifications from INNOQUANT.
- 26) "**Purchase Order**" means the online order page(s), or other order documents accepted by INNOQUANT under this AGREEMENT, which the CUSTOMER completes and provides to INNOQUANT in order to subscribe for the Services. The Purchase Order document includes: (i) requested Services the CUSTOMER subscribes to (including applicable terms for service limits, billing and renewal); (ii) the Price; (iii) the Initial Term of Service Duration; (iv) the applicable form of payment; (v) the applicable renewal terms. The Purchase Order document shall be completed, signed and delivered to INNOQUANT by the CUSTOMER to complete the contracting process.
- 27) "**Password or Password of the Services**": identification code that, once the Services subscription has been completed, each of the Users will activate in order to access the subscribed Services.
- 28) "**Privacy Policy**" means the legal document that discloses the ways INNOQUANT and its Services gather, uses, discloses and manages the CUSTOMER Data as described at <https://mocasplatform.com/privacy>.
- 29) "**Renewal Term**" means, in the annual subscription, a renewal for a term of next 12 months.
- 30) "**Security Documentation**" means all documents and information made available by INNOQUANT.
- 31) "**Security Emergency**" means: (a) any violation of the Use Policy in the use of the Services by any User, which in each case could harm or interrupt: (i) the Services; (ii) the use of the Services by other Users; Or (iii) the INNOQUANT network or servers used to provide the Services; or (b) any unauthorized access to the Services by any third party.
- 32) "**Security Incident**" means an accidental or illegal distribution or accidental loss, or alteration or unauthorized communication or access of the CUSTOMER Data by INNOQUANT, or any third party, provided that such incident has not been caused directly or indirectly by actions or omissions of the CUSTOMER or the Users.
- 33) "**Service Effective Date**" is the date of activation of the Services for the CUSTOMER by INNOQUANT, which will be carried out within one week of receipt of the Purchase Order by INNOQUANT, unless the parties reach another agreement.
- 34) "**Services**" means the MOCA Platform Services provided by INNOQUANT and subscribed by the CUSTOMER in accordance with this AGREEMENT. The MOCA Platform Services are described at <https://mocasplatform.com>, or another address that INNOQUANT can provide.
- 35) "**SaaS**" (Software-as-a-Service) is a software licensing and delivery model in which MOCA Platform software is licensed on a subscription basis and is centrally hosted and operated by INNOQUANT.
- 36) "**Security Measures**" as from the Effective Date, INNOQUANT will implement and maintain the Security Measures set out in terms described at <https://mocasplatform.com/security-measures> or any other address that may indicate INNOQUANT. INNOQUANT may update or modify such Security Measures from time to time provided that such updates and modifications do not result in the degradation of the overall security of the Services.
- 37) "**SLA**" means the service level agreement of Services as described at <https://mocasplatform.com/sla>, or any other address that may indicate INNOQUANT.
- 38) "**Support Terms**" means the terms and conditions applicable to support services or technical assistance provided by INNOQUANT regarding the Services, as described at <https://mocasplatform.com/support-terms>, or any other address that could indicate INNOQUANT.
- 39) "**Suspend**" or "**Suspension**" means the immediate deactivation of access to the Services or any elements thereof, in order to prevent their use.
- 40) "**Technical Specifications**": document accessible through the link <https://developer.mocasplatform.com>, or in any other direction that could indicate INNOQUANT, that details the specific operation and the corresponding technical features and characteristics of each one of the Services provided by INNOQUANT.
- 41) "**Term**" refers to the period that starts at Effective Date and continuous for (1) year or as long as the CUSTOMER receives the Services, including, if applicable, any period during which provision of the Services may be suspended and any post-termination period during which INNOQUANT may continue providing the Services for transitional purposes.
- 42) "**Terms and Conditions of Use**" refers to terms of this AGREEMENT and associated documents: Service Level Agreement (SLA), Privacy Policy and Support Terms, API Terms of Use.
- 43) "**User Account**" means an account hosted by INNOQUANT established by the CUSTOMER through the subscription of Services for a User.
- 44) "**Users**" refers to the persons to whom the CUSTOMER allows to use the subscribed Services of Platform MOCA in software-as-a-service regime.