

DATUMIZE GENERAL TERMS OF SERVICE

THESE TERMS OF SERVICE (“**AGREEMENT**” OR “**TERMS OF SERVICE**”) GOVERNS YOUR PURCHASE AND RECEIPT OF THE SERVICES OFFERED BY DATUMIZE, S.L. (“**DATUMIZE**”) AND SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF THE PRODUCTS AND THE SERVICES (EACH AS DEFINED BELOW).

BY USING THE SERVICE, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS.

1. SERVICE

1.1. Service License

DATUMIZE grants Customer a nonexclusive, nontransferable right and license (without right to sublicense) during the Service term and for the DATUMIZE Products specified in the Order Form, to (a) access and use the Service as described in an Order Form, solely for Customer’s internal business purposes, and (b) download, install and use the Customer Libraries in connection with Customer’s authorized use of the Service. The Service is made available to Customer solely as hosted by or on behalf of DATUMIZE, and nothing in this Agreement shall be construed to grant Customer any right to receive any copy of the Service or any software (other than the Customer Libraries). Customer’s access and use of the Service shall comply with all other conditions set forth in the Order Form and Documentation (such as, for example, any requirements regarding data formats, number of permitted users or prohibited uses).

1.2. Service Access

Customer Systems. Customer is responsible for providing (i) all equipment, subscriptions and credentials necessary for DATUMIZE to receive the Customer Data, and (ii) all servers, devices, storage, software (other than the Customer Libraries), databases, network and communications equipment and ancillary services or equipment needed to connect to, access or otherwise use the Service at its facility (collectively, “**Customer Systems**”). Customer shall ensure that all Customer Systems are compatible with the Service and comply with all configurations and specifications described in the Documentation.

Service Access. As part of the implementation process, Customer will identify a primary administrative username and password that will be used to set up Customer’s account. Customer may use the administrative user name and password to create subaccounts for its Users (each with unique login IDs and passwords). Customer shall be responsible for the acts or omissions of any person who accesses the Service using passwords or access procedures provided to or created by Customer. DATUMIZE reserves the right to refuse registration of, or to cancel, login identifications that violate the terms and conditions set forth in this Agreement. Customer agrees to notify DATUMIZE immediately upon learning of any unauthorized use of Customer’s account or any other breach of security. From time to time, DATUMIZE’ personnel may log in to the Service under Customer’s account in order to maintain or improve the Service, including providing Customer assistance with technical or billing issues. Customer hereby acknowledges and consents to such access.

1.3. Service Availability

DATUMIZE will use commercially reasonable efforts to maintain the Service availability, subject to downtimes resulting from maintenance, repairs and upgrades. DATUMIZE will notify Customer electronically via the Service in advance of any planned downtime. Notwithstanding the foregoing, DATUMIZE will not be liable for any failures in the Service or any other problems which are related to (a) the Customer Data or Customer Systems, or (b) outages to any telecommunications or public Internet backbones, networks or servers, or other equipment or service outside of DATUMIZE’ facilities or control.

1.4. Service Support

DATUMIZE will provide Customer with support for Customer's use of the Service during DATUMIZE regular business hours. Unless otherwise stated, regular business hours are 9 am to 5 pm, Monday to Friday, CET time zone. Customer agrees that DATUMIZE is not responsible to provide support for any issues resulting from problems, errors or inquiries related to Customer Systems.

1.5. Professional Services

From time to time, Customer may request and DATUMIZE may agree to provide certain custom development, consulting, training, special support or other professional services as mutually agreed to by the parties ("**Professional Services**"). The terms and conditions of any such arrangement for Professional Services shall be set forth in the Order Form or in a separate statement of work executed by the parties that specifically references this Agreement (each, a "**Statement of Work**"), each of which shall be governed by the terms of this Agreement. Unless otherwise agreed to by the parties and set forth in the applicable Order Form or Statement of Work, all intellectual property, and all rights embodied therein, that are created by DATUMIZE during the performance of Professional Services shall be owned solely and exclusively by DATUMIZE.

2. EVALUATION

If DATUMIZE provides Customer with evaluation of DATUMIZE Products, one or more Services will be made available to Customer on a free of charge basis, until the earlier of (a) the end of the evaluation period for which Customer registered to use the applicable Products, or (b) a maximum duration of thirty (30) days, or (c) termination by DATUMIZE at sole discretion.

3. LICENSE RESTRICTIONS AND CUSTOMER OBLIGATIONS

3.1. Service License Restrictions

Customer shall not directly or indirectly: (i) use the Service or any of DATUMIZE Property or Confidential Information to create any service, software or documentation that performs substantially the same functionality as the Service, (ii) disassemble, decompile, reverse engineer or use any other means to attempt to discover any source code, algorithms or trade secrets underlying the Service (except and only to the extent these restrictions are expressly prohibited by applicable statutory law), (iii) encumber, sublicense, transfer, distribute, rent, lease, time-share or use any DATUMIZE Property in any service bureau arrangement or otherwise for the benefit of any third party, (iv) copy, reproduce, translate, adapt, combine, create derivative works of or otherwise vary or modify any DATUMIZE Property, or (v) use or allow the transmission, transfer, export, re-export or other transfer of any software, technology or information it obtains or learns pursuant to this Agreement in violation of any export control or other laws and regulations of the United States or any other relevant jurisdiction.

3.2. Unauthorized Use of Service

Customer shall not directly or indirectly: (i) interfere or attempt to interfere with the proper working of the Service or any activities conducted on the Service; (ii) bypass any privacy settings or measures DATUMIZE may use to prevent or restrict access to the Service (or other accounts, computer systems or networks connected to the Service); (iii) run mail list, any form of auto-responder or "spam" on the Service; or (iv) use manual or automated software, devices, or other processes to "crawl" or "spider" any DATUMIZE Property.

3.3. Privacy and Data Protection

Customer shall not provide any personally identifiable information relating to individual persons ("**PII**") in connection with its use of the Service, unless DATUMIZE expressly agrees to receive such information and then solely as necessary in connection with Customer's use of the Service. In such case, the parties will sign all the necessary documents as required by the applicable legislation. Customer is responsible for any such PII that Customer provides to DATUMIZE. Customer will have in a privacy policy regarding its use of PII and shall comply with all applicable laws relating to the collection and use of PII and Customer Data.

3.4. Personal Data Protection

In accordance with the provisions of the EU General Data Protection Regulation 2016/679 (hereinafter, "GDPR"), the Customer is hereby informed that his personal data will be included in a file controlled by DATUMIZE, with the purpose to keep, comply with, develop, control and execute the content of this agreement. The Customer may exercise, at any time, the right to access, rectification, erasure ("right to be forgotten"), restriction of processing of your personal data, and right to object the processing of data when appropriate, by contacting DATUMIZE through the address stated in this agreement.

Due to the nature of this agreement, we do not anticipate any access by either of the Parties to files of the other Party containing personal data, or by DATUMIZE to the Customer personal data files. As a result, each one of the Parties, as controller of its own files, shall take appropriate action to limit the access by its employees to personal data, to the devices that contain it or the information system resources, for the performance of the tasks that do not need personal data processing. Whenever circumstances require the access by DATUMIZE to Customers personal data files, the Parties hereby agree to subscribe a Data Processing Addendum in accordance with art. 28 GDPR.

4. ORDERS, FEES AND PAYMENTS

4.1. Order Form

The parties may enter into one or more Order Forms pursuant to this Agreement. Each Order Form shall specify, but not limited to, the Service to be provided, Service Fees, the term during which the Service is to be provided, invoicing terms, and any other terms mutually agreed to by the parties. DATUMIZE shall only be responsible to provide the Service identified in an Order Form for the term specified in the Order Form.

4.2. Service Fees

Customer shall pay a fee for the right to use the Service ("**Service Fees**") in the amount and pursuant to the invoicing schedule set forth in the Order Form.

4.3. Professional Services Fees

Customer shall pay for Professional Services at the rates and pursuant to the invoicing schedule set forth in the applicable Statement of Work.

4.4. Payment Terms

Payments shall be made in Euros at DATUMIZE' address (or to an account specified by DATUMIZE), in full without set-off, counterclaim or deduction within thirty (30) days of the date of the invoice. Past due amounts which are not subject to a good faith dispute shall bear a late payment charge, until paid, at the rate of 1.5% per month or the maximum amount permitted by law, whichever is less. Customer agrees to reimburse DATUMIZE for all costs (including attorneys' fees) incurred by DATUMIZE in collecting late payments. In addition to its other rights and remedies, DATUMIZE may, at its option, suspend Customer's access to the Service or terminate this Agreement in the event that Customer is not current in the payment of fees owed to DATUMIZE.

4.5. Taxes

All payments required by this Agreement are exclusive of taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes). All amounts payable by Customer hereunder, including all Service Fees, shall be grossed-up for any withholding taxes imposed by any foreign government on Customer's payment of such amounts to DATUMIZE.

5. CONFIDENTIALITY

5.1. Scope

“**Confidential Information**” means all financial, business, operational, marketing or technical information disclosed by or for a party in relation to this Agreement whether disclosed in tangible, written, oral or electronic form, which is of a nature that should reasonably be considered to be confidential and proprietary. Without limitation, (a) the Service, DATUMIZE Property and pricing information are DATUMIZE’ Confidential Information and (b) all Customer Data (including any PII) shall be deemed Customer’s Confidential Information for purposes of this Section 5. Confidential Information expressly excludes any information (other than PII) to the extent that a recipient can demonstrate such information is (a) already known by it prior to receipt for the disclosing party without restriction, (b) rightfully furnished to it without restriction by a third party not in breach of any obligation to the disclosing party, (c) generally available to the public without breach of this Agreement or (d) independently developed by the recipient without reference to or use of any of the disclosing party’s Confidential Information.

5.2. Confidentiality

Except for the specific rights expressly granted by this Agreement, the receiving party shall not use, copy or disclose any of the disclosing party’s Confidential Information without disclosing party’s prior written consent. The receiving party shall use the disclosing party’s Confidential Information solely for the purpose of exercising its rights and performing its obligations hereunder. The receiving party shall only disclose Confidential Information to its employees, contractors and agents (“**Representatives**”) who have a need to know for the purposes of this Agreement and are bound by substantially similar confidentiality obligations and shall use reasonable care to safeguard the disclosing party’s Confidential Information. Each party shall be responsible for any breach of confidentiality by its Representatives, as applicable. Promptly upon the disclosing party’s request at any time, the receiving party shall return all of the disclosing party’s tangible Confidential Information, permanently erase all Confidential Information in electronic form and destroy all information, records, copies, summaries, analyses and materials developed therefrom. Each party may disclose the general nature, but not the specific terms, of this Agreement without the prior consent of the other party; provided, however, that either party may provide a copy of this Agreement or otherwise disclose its terms on a confidential basis in connection with any financing transaction or due diligence inquiry.

5.3. Compelled Disclosure

Nothing herein shall prevent a party from disclosing this Agreement or any of the other’s Confidential Information as necessary pursuant to any court order or any legal, regulatory, law enforcement or similar requirement or investigation; provided, prior to any such disclosure, the receiving party shall use reasonable efforts to (a) promptly notify the disclosing party in writing of such requirement to disclose and (b) cooperate with the disclosing party in protecting against or minimizing any such disclosure or obtaining a protective order.

6. PROPRIETARY RIGHTS

6.1. Results and Customer Data

Customer shall own all right, title and interest (including all intellectual property and other proprietary rights) in and to the Results, Customer Data and Customer Systems. Customer hereby grants DATUMIZE a nonexclusive, royalty-free right and license to access, use, copy, process and store the Customer Data solely for the purpose of providing the Service. Customer agrees that the Service depends on the availability of the Customer Data. Customer will be solely responsible for all Customer Data collected from Users as a result of Customer’s use of the Service including the accuracy and completeness of such information. Unless otherwise set forth in the Order Form, DATUMIZE shall not have any obligation to store any Customer Data or Results. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted, and Customer shall retain all right, title and interest

(including all intellectual property and proprietary rights embodied therein) in and to the Results, Customer Data and Customer Systems.

6.2. Service Feedback

Customer may, from time to time and in its sole discretion, make suggestions for changes, modifications or improvements to the Service at assigned representatives or Support service (“**Feedback**”). All Feedback shall be solely owned by DATUMIZE (including all intellectual property rights therein and thereto) and shall also be DATUMIZE’ Confidential Information. Customer shall and hereby does make all assignments necessary to achieve such ownership.

6.3. DATUMIZE Property

The Customer acknowledges and agrees that the DATUMIZE Products, including software, hardware and related documents, have been created by DATUMIZE, who will maintain all intellectual property rights, patent rights or any other rights over the DATUMIZE Products, and that it shall not be the object of ulterior modification, copy, alteration, reproduction, adaptation or translation by the Customer.

The structure, characteristics, codes, work methodology, information systems, development tools, know-how, methodologies, processes, technologies or algorithms of the DATUMIZE Products are the property of DATUMIZE, or its providers, having been, when the latter, object of license or assignment by them, and are protected by the Spanish and international rules of intellectual property and patent rights, and cannot be the object of ulterior modification, copy, alteration, reproduction, adaptation or translation by the Customer.

The provision by the Customer of the DATUMIZE Products does not mean, in any case, the assignment of its ownership or the grant of a right of use in favor of the Customer other than the one set forth in this Agreement or the Order Forms.

To the extent that DATUMIZE includes any DATUMIZE Property in the Results, then subject to all terms and conditions of this Agreement, DATUMIZE agrees to grant Customer (without the right to sublicense) a nonexclusive, nontransferable, royalty-free right and license to use such DATUMIZE Property, including the DATUMIZE Products, as combined with or embodied in the applicable Results, solely for Customer’s internal business purposes in connection with its use of the Results. Except for the limited rights and licenses expressly granted hereunder, no other license is granted, no other use is permitted and DATUMIZE (and its licensors) shall retain all right, title and interest (including all intellectual property and proprietary rights embodied therein) in and to the Service and the DATUMIZE Properties.

6.4. General Learning and Aggregated Data

Customer agrees that DATUMIZE is free to (i) collect, use and create derivative works of data regarding Service usage and performance derived from the Results; (ii) aggregate such data with other data to create compilations and analysis of such data (the “**Aggregated Data**”); and (iii) use, copy, modify, create derivative works of, publish and disclose such Aggregated Data in a manner that does not directly or indirectly identify Customer or any individual person. DATUMIZE shall own all right, title and interest to the Aggregated Data and any derivative works thereof. In addition, DATUMIZE shall be free to reuse all general knowledge, experience, know-how, works and technologies (including ideas, concepts, processes and techniques) related to the Results or acquired during provision of the Service (including without limitation, that which it could have acquired performing the same or similar services for another customer).

7. WARRANTIES AND DISCLAIMERS

7.1. Customer Data

Customer represents and warrants that it owns all right, title and interest, or possesses sufficient license rights, in and to the Customer Data and PII as may be necessary to permit the use contemplated under this Agreement.

7.2. Service

DATUMIZE represents and warrants to Customer that the Service will be provided in a professional manner in accordance with the terms of this Agreement and the Documentation. Any warranty claim under this Section 7.2 must be made in writing within thirty (30) days after performance of the portion of the Services giving rise to the claim. DATUMIZE' sole liability and Customer's exclusive right and remedy for a breach of such warranty is for DATUMIZE to correct or re-perform the nonconforming Service.

7.3. Disclaimers

EXCEPT AS SPECIFICALLY PROVIDED FOR IN THIS SECTION 7, TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY HEREBY DISCLAIMS (FOR ITSELF, ITS AFFILIATES AND THEIR SUPPLIERS) ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. WITHOUT LIMITING THE FOREGOING, DATUMIZE MAKES NO WARRANTY THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR BE UNINTERRUPTED, ERROR-FREE OR BUG-FREE.

8. INDEMNIFICATION

8.1. DATUMIZE Infringement Indemnity

Except as provided below, DATUMIZE agrees to (a) defend Customer against any allegation demand, claim, action, proceeding or suit (each, a "Claim") by a third party that Customer's authorized use of the Service infringes any patent or copyright or misappropriates any trade secret of such third party, and (b) indemnify Customer for settlement amounts or damages, liabilities, costs and expenses (including reasonable attorneys' fees, "Loss(es)") awarded to such third party by a court of competent jurisdiction or agreed to as part of a monetary settlement arising out of such Claim; provided, that (i) Customer promptly provides DATUMIZE with written notice thereof and reasonable cooperation, information, and assistance in connection therewith, and (ii) DATUMIZE shall have sole control and authority to defend, settle or compromise such Claim. If the Service becomes or, in DATUMIZE' opinion, is likely to become, the subject of any injunction preventing its use as contemplated herein, DATUMIZE may, at its option (1) obtain for Customer the right to continue using the Service, or (2) replace or modify the Service so that it becomes non-infringing without substantially compromising its principal functions. If (1) and (2) are not reasonably available to DATUMIZE, then it may terminate this Agreement upon written notice to Customer and refund to Customer any unused prepaid Service Fees, pro-rated for the remainder of the prepaid period. DATUMIZE shall have no liability or obligation to Customer hereunder with respect to any Claim or Loss to the extent based upon (a) any unauthorized use of the Service, (b) any modification or combination of the Service with data, software, hardware, or systems not provided by DATUMIZE, (c) any portion of the Service that implements Customer's specific requirements, (d) Customer's continuing allegedly infringing activity after being notified to cease use as provided for herein or (e) Customer's continuing use of any version of the DATUMIZE Properties after being provided modifications that would have avoided the alleged infringement. The foregoing states the sole and exclusive liability of DATUMIZE, and Customer's sole and exclusive remedy, with respect to any actual or alleged violation of intellectual property rights by the Service or any part thereof or by its use or operation.

8.2. Customer Indemnity

Customer agrees to (i) defend DATUMIZE against any Claim by a third party that results from or arises out of (a) any breach by Customer of any of its obligations in Section 3.3 hereof, (b) any breach by Customer of its representations and warranties set forth in Section 7.1 hereof, or (c) any violation of any third party's (including any of Customer's Users) privacy right or PII arising out of Customer's use of the Service; and (ii) indemnify DATUMIZE for any Losses awarded by a court of competent jurisdiction or agreed to as part of a monetary settlement and arising out of such Claim; provided, that (i) DATUMIZE promptly provides Customers with written notice thereof and reasonable cooperation, information, and assistance in

connection therewith, and (ii) Customer shall have sole control and authority to defend, settle or compromise such Claim.

9. LIMITATION OF LIABILITY

IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) LOSS OR INACCURACY OF OR DAMAGE TO DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (B) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS AND GOODWILL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (C) DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE TOTAL OF THE AMOUNTS PAID TO IT (IN THE CASE OF DATUMIZE) OR THE TOTAL OF THE AMOUNTS PAID AND PAYABLE HEREUNDER (IN THE CASE OF CUSTOMER) DURING THE THEN CURRENT TERM OF THE ORDER FORM GIVING RISE TO THE CLAIM. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN. THE LIMITATIONS SET FORTH IN THIS SECTION SHALL NOT APPLY TO ANY BREACH OF CONFIDENTIALITY OR PROPRIETARY RIGHTS OR FOR COST OF DEFENSE OR LIABILITIES ARISING OUT OF A PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

10. TERM AND TERMINATION

10.1. Term of Agreement

This Agreement shall commence on the Effective Date and continue in effect thereafter until the later of (i) such time as a party provides ninety (90) days prior written notice of termination to the other party if there is no Order Form(s) then in effect, or (ii) if there is one or more existing Order Form(s) then in effect, upon the expiration of the last to expire of such existing Order Forms.

10.2. Term of Order Form

Initial term shall be the term stated in the Order Form (the "**Initial Term**"). Thereafter, the Order Form will be extended automatically for additional terms of one (1) year each ("**Renewal Term**") at the end of the Initial Term and each Renewal Term (the Initial Term and all Renewal Term, collectively, as the "**Term**"), unless either party gives written notice of non-renewal at least ninety (90) days prior to the end of the then current Term. An Order Form shall not be subject to termination except as provided in Section 10.3 hereof.

10.3. Termination of Order Form

An Order Form may be earlier terminated by either party (a) if the other party materially breaches a material term of this Agreement or the Order Form and fails to cure such breach within thirty (30) days after receiving written notice of such breach from the other party, or (b) immediately upon written notice, if the other party makes any assignment for the benefit of creditors, or a receiver, trustee in bankruptcy or similar officer is appointed to take charge of any or all of the other party's property, or the other party seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding or such a proceeding is instituted against the other party and is not dismissed within ninety (90) days, or the other party becomes insolvent or, without a successor, dissolves, liquidates or otherwise fails to operate in the ordinary course.

10.4. Effects of Termination

Upon any expiration or termination of this Agreement, all rights, obligations and licenses of the parties shall cease, except that all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) and all remedies for breach of this Agreement shall survive, confidentiality, proprietary rights provisions, warranties and disclaimers), indemnification, limitation of liability, and general provisions shall survive. DATUMIZE has no obligation to retain any Customer Data or

Results after the Term and will destroy all Customer Data and Results in its possession within ninety (90) days after the end of the Term; provided, upon Customer's written request received within thirty (30) days after termination, DATUMIZE will deliver to Customer a copy of the Customer Data then currently stored by DATUMIZE (in the same format maintained by DATUMIZE).

11. GENERAL CLAUSES

11.1. Entire Agreement

This Agreement (including the Order Form and all Statements of Work) constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. Any inconsistent or additional terms on any related purchase order, confirmation or similar form, even if signed by the parties after the date hereof, shall have no force or effect under this Agreement. No waiver, consent or modification of this Agreement shall bind either party unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any use of the terms "include," "included" or "including" shall also be deemed to mean "but not limited to" or "without limitation."

11.2. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of Spain, without regard to its conflicts of law provisions. Neither the United Nations Convention on Contracts for the International Sale of Goods nor any implementation of the Uniform Computer Information Transactions Act in any jurisdiction shall apply to this Agreement. Except with respect to claims for injunctive or other equitable relief, which may be brought at any time before any court of competent jurisdiction, in the event of any dispute arising from or relating to the subject matter of this Agreement, the senior executive officers of the parties shall meet within thirty (30) days following receipt of notice of such dispute, and shall use good faith efforts to attempt to amicably resolve the dispute within such thirty (30) day period. In the event the parties are unable to amicably resolve the dispute within such thirty (30) day period, the Parties expressly agree to submit to the jurisdiction of the Courts of Barcelona (Spain), and expressly waive any other jurisdiction to which they may be entitled.

In any action or proceeding to enforce or interpret this Agreement, the prevailing party will be entitled to recover from the other party its costs and expenses (including reasonable attorneys' fees) incurred in connection with such action or proceeding and enforcing any judgment or order obtained.

11.3. Compliance with Laws

Each party shall comply with all applicable, laws and regulations in connection with the performance of its obligations and the exercise of its rights under this Agreement.

11.4. Remedies

Except as specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, which may be available at law or in equity. Each party agrees that, in the event of any breach or threatened breach of Section 5 (Confidentiality) or 6 (Proprietary Rights) or the scope of any license granted hereunder, the non-breaching party will suffer irreparable damage for which it will have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to seek injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.

11.5. Force Majeure

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond its reasonable control, the

affected party shall give written notice thereof to the other party and its performance shall be extended for the period of delay or inability to perform due to such occurrence.

11.6. Publicity

DATUMIZE will not use Customer's trademarks, service marks and logos ("**Customer Marks**") in press releases or as a testimonial without obtaining Customer's prior written approval. Customer hereby consents to inclusion of its name and logos in customer lists that may be published in DATUMIZE's website and as part of DATUMIZE marketing and promotional efforts.

11.7. Notices

Any notice or communication hereunder shall be in writing and either personally delivered or recognized express delivery courier or certified or registered mail, prepaid and return receipt requested, addressed to the other party at its address specified herein, or at such other address designated in a subsequent notice. All notices shall be in English, effective upon receipt.

11.8. Assignment

Except as expressly provided herein, this Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by either party without the other party's written consent. However, without consent, each party may assign this Agreement to any successor to all or substantially all of its business that concerns this Agreement (whether by sale of assets or equity, merger, consolidation or otherwise). Any assignment in violation of this Section 11.8 shall be deemed null and void ab initio. DATUMIZE may use contractors and other third party service providers in performing the Service provided that DATUMIZE shall be liable for the acts and omissions of its subcontractors to the same extent as for its own acts and omissions. This Agreement shall be binding upon, and inure to the benefit of, the successors, representatives and permitted assigns of the parties hereto.

11.9. Independent Contractors

The parties shall be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

11.10. Severability

If any Term of this Agreement is deemed invalid or unenforceable, in whole or in part, such invalidity or unenforceability will only affect such provision or the part thereof that is deemed invalid or unenforceable, surviving in force the rest of the terms of the Agreement, and considering the affected provision or the part affected by it as not included.

11.11. No Third-Party Beneficiaries

This Agreement does not confer any benefits on any third party unless it expressly states that it does

11.12. Miscellaneous

This Agreement may be executed in counterparts, which, taken together, will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by electronic means or in writing shall be sufficient to bind the parties to the terms and conditions of this Agreement.

12. DEFINITIONS

- 12.1. “Customer”** means the customer.
- 12.2. “Customer Data”** means all information, data and other content provided by Customer in connection with its authorized use of the Service, including, without limitation, all data and information transmitted to the Service via the Customer Libraries.
- 12.3. “Customer Libraries”** means the customer libraries provided by DATUMIZE and installed within Customer’s application(s) for the purpose of collecting Customer Data and sending such Customer Data to DATUMIZE’ servers.
- 12.4. “Documentation”** means the guides, manuals and other User documentation regarding the Service that is provided by DATUMIZE to Customer in electronic or other form.
- 12.5. “DATUMIZE Products”** means any product or service that DATUMIZE offers to its customers, as defined in an Order Form.
- 12.6. “DATUMIZE Property”** means all ideas, concepts, inventions, systems, platforms, software, interfaces, tools, utilities, templates, forms, techniques, methods, processes, algorithms, know-how, trade secrets and other technologies and information acquired, created, developed or licensed by DATUMIZE prior to or outside the scope of this Agreement and any improvement, modification, extension or other derivative works thereof and all intellectual property rights thereto including without limitation the Service, Customer Libraries, Documentation, Report Templates, and Aggregate Data. DATUMIZE Property excludes Customer Data and Results.
- 12.7. “End User License Agreement” or “EULA”** refers to these Terms of Service.
- 12.8. “Order Form”** shall mean an order form referencing this Agreement that has been mutually agreed to and executed by the parties.
- 12.9. “Results”** means the work product resulting from the Service delivered to Customer by DATUMIZE through the Service, to the extent based on the Customer Data. Results expressly exclude all DATUMIZE Property.
- 12.10. “Service”** means DATUMIZE’ service to Customer of access to the DATUMIZE Products and any other related services specified in the Order Form.
- 12.11. “Sites”** means websites operated by DATUMIZE that are made accessible to Customer under this Agreement.
- 12.12. “User”** means an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by us without charge, for whom a Service has been provided), and to whom Customer (or, when applicable, DATUMIZE at your request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Customers’ employees, consultants, contractors and agents, and third parties which Customer transact business.

Last review: August 2019