

Terms of Service

1. Definitions

- 1.1. "SPOTLIO" can refer to CATALATE COMMERCE, Inc., SPOTLIO AG, SPOTLIO EMEA S.L., or any other affiliated entity within the SPOTLIO group of companies for the purposes of this Agreement. This includes any subsidiaries, parent companies, or entities that are controlled by or under common control with SPOTLIO, regardless of their geographical location.
- 1.2. "Client" or "Licensee" refers to the legal entity that enters into this contract as beneficiary of the Services.
- 1.3. "Client details" means all electronic information stored in the software database.
- 1.4. "Intellectual property rights" refers to patents of any kind, design rights, utility models or other similar invention rights, intellectual property rights, rights over the layout designs of integrated circuits, trade secrets or confidentiality rights, trademarks and trade names and any other non-tangible property rights, including applications and registrations of the foregoing, in any country, arising as a result of customary law or legal provision or by contract, perfected or not, existing at the current time or presented, issued or acquired hereinafter.
- 1.5. "Documentation" means the documentation intended for authorised users, which **SPOTLIO** provides by electronic means to facilitate the use of the Subscription Services, and which is regularly updated.
- 1.6. "Subsidiary" refers to the legal entity, with registered office in the territory, in which the Client holds more than fifty percent of its voting rights, as long as such percentage is maintained.
- 1.7. "Order Form" refers to a document provided by **SPOTLIO** to the Client that describes an order for **SPOTLIO** Services made by the Client.
- 1.8. By "Services" we mean the Subscription Services, as well as all other Services that are described in the contract.
- 1.9. By "Subscription Services" we mean the remote hosted Services offered by **SPOTLIO** that are identified in this Terms of Service, including access to the

related software and Documentation, and any modifications made from time to time by **SPOTLIO**.

- 1.10. "Extension" refers to any development that adds a new and independent functionality, but does not modify any existing **SPOTLIO** functionality, and is developed using **SPOTLIO** application programming interfaces or another **SPOTLIO** code that allows other software products to communicate with or use **SPOTLIO** software.
- 1.11. "Modification" means (i) a change in the source code or metadata provided; or (ii) any development, other than a change in the source code or metadata provided, that personalises, improves or modifies the existing functionality of the software, including, but not limited to, the creation of any new application interface or alternative user interface, extension of **SPOTLIO** data structures; or (iii) or any other modification made to the software (other than an Extension) that uses or integrates **SPOTLIO** products, as defined in this section.
- 1.12. "Subscription period" is understood as the period set out in the Order Form during which **SPOTLIO** must provide the Subscription Services to the Client.
- 1.13. "Materials" are understood as comprising all user manuals, texts, graphic drawings, databases, videos or audio media referred to or that complement the software.
- 1.14. "Personnel" is understood as referring to any entity or individual that **SPOTLIO** employs as a worker, partner, professional or independent contractor.
- 1.15. "Consultant" means any external employees or contractors employed by **SPOTLIO** to provide Services to the Client.
- 1.16. "Business Partner" refers to a legal entity or individual who needs access to the Subscription Services in connection with the Client's internal business operations, such as the Clients themselves or their distributors and / or suppliers.
- 1.17. "Products" is understood to be the software, Materials, programs, tools, systems, data, object code, source code, flow charts, documentation, information, reports, test results, conclusions, and any other work or material developed by **SPOTLIO** that is part of the provision of the Subscription Services.
- 1.18. "Software" is understood to be the computer program to which **SPOTLIO** gives access to authorised users, as part of the Subscription Services. Any computer program that is not expressly included in the description of the Subscription

Services, even if the Client has had access to it temporarily or permanently, is expressly excluded from the concept of software.

- 1.19. "Use" means the activation of the processing functions of the Subscription Services, the Software, as well as the loading, execution, access, use of the Software or the display of information as a result of such functions.
- 1.20. "Authorised User" is understood to be the individual employed by the Client who is granted access to the Subscription Services. The Client must obtain individual rights for each authorised user who has access to the Subscription Services. A right of use for an authorised user is personal and non-transferable for a specific person and cannot be transferred unless it is done so permanently to another person, after cancelling the first authorised user.

2. Access to Subscription Services

SPOTLIO grants the Client the right to receive the Subscription Services contained in the Order Form.

- 2.1. License. The Software that is the object of this contract is licensed to the Client in software as a service mode. This implies that the Software is installed on servers and systems under **SPOTLIO**'s control, and that access to the Subscription Services by the Client is through the internet. The Client is not entitled to receive copies of the Software's object code or the source code. For the purposes of accessing the Subscription Services, the Client will access the Software through web browsers through Authorised User accounts registered.
- 2.2. The Client must have a high-speed internet connection, as well as the hardware and software compatible with the Subscription Services, especially, to facilitate the support provided by **SPOTLIO**. None of these items will be **SPOTLIO**'s responsibility.
- 2.3. **SPOTLIO** regularly makes improvements and updates to the Subscription Services. This means that the Subscription Services are constantly evolving. All these changes are made automatically. Changes may also require the Client to update their equipment in order to make efficient Use of the Subscription Services. **SPOTLIO** will notify the Client of this circumstance in advance. Likewise, all patches, emergency solutions (hot fixes) and service packs (hereinafter, collectively "patches") that are necessary to guarantee the proper functioning and security of the Subscription Services, including those applicable to the Software, will be installed and applied to the Software automatically, once **SPOTLIO** makes

them public. When an old version used by the Client reaches the end of its life cycle, **SPOTLIO** may withdraw the Client's access to that version and provide an updated version.

- 2.4. **SPOTLIO** acknowledges that Client may have legitimate business reasons for not incorporating a new and improved version of the Subscription Services as soon as such version is available. Notwithstanding the foregoing, **SPOTLIO** will not support old versions indefinitely. When an old version used by the Client reaches the end of its life cycle, **SPOTLIO** may withdraw the Client's access to that version and provide an updated version.
- 2.5. **SPOTLIO** is the exclusive owner of the Intellectual property rights of the Subscription Services including the Software, the Documentation, the source code and the developments made based on its architecture and content on the Client's servers or databases.
- 2.6. Use by Subsidiaries. The Use of **SPOTLIO**'s Subscription Services, Software, Documentation, and other Materials by subsidiaries to run their internal business operations as permitted in this section 2 is subject to the following conditions: (i) that the Client guarantees that the Subsidiary agrees in writing to comply with the terms stipulated in this agreement; and (ii) the breach of the terms of this agreement by the Subsidiary will be considered a breach by the Client. If the Client has an affiliate or Subsidiary with a separate agreement for Software licenses or support from **SPOTLIO** or any other distributor of **SPOTLIO** Software, the Software will not be used to run the business operations of such affiliate or Subsidiary and neither will the latter receive any support Services under this agreement, even if such separate agreement has expired or has been terminated, unless the parties have agreed otherwise in writing.
- 2.7. Service providers. With the prior written consent of **SPOTLIO**, the Client may authorise service providers to access the Software solely for the purpose of providing Client with deployment, system, application management or disaster recovery Services related to the Client's business for which the Software specified in this agreement is licensed provided that: (i) these rights only remain in force if the Client and said service provider have entered into a written contract that includes provisions that specify that the service provider must comply with the terms of this agreement before access is available, including, without limitation, the non-disclosure of **SPOTLIO**'s confidential information; (ii) the Client must have the necessary licenses for all employees of such authorised service provider to access the Software; (iii); under no circumstances will such service provider Use the Software to operate or provide processing Services to the Client or any other

party, or in connection with the business operations of that service provider; (iv) the Client will be responsible for any additional Software, migration tool or third party Software necessary to carry out such transition; and (v) the Client expressly agrees to indemnify **SPOTLIO** and its directors, employees, agents and subcontractors for any type of claim, liability, loss, damage and cost (including the corresponding lawyer's minutes) that **SPOTLIO** may suffer as a result of a breach of the conditions of this agreement by the service provider. At SPOTLIO's request, the Client will provide **SPOTLIO** with written confirmation of compliance with the previous sections.

- 2.8. Service provision: **SPOTLIO** will provide the Services in accordance with the Order Form and the Terms of Service. **SPOTLIO** may contract third parties to perform **SPOTLIO**'s obligations. **SPOTLIO** will be responsible for the acts and omissions in the provision of the Services by said third parties, in the same way as that of its own employees. If **SPOTLIO** is unable to provide a service, or part of it, due to a problem with the Client, and the Client does not inform **SPOTLIO** with reasonable notice, the time taken by the Consultants to provide said service will be billed to the Client. All Services provided by **SPOTLIO** to the Client, prior to the formalisation of a specific Order Form, or a modification request, are the exclusive property and confidential information of **SPOTLIO**, and must be governed by the terms of this contract. If the Order Form is not fulfilled, all Services and Software must be returned or removed and must not be used. All dates related to the provision of the Services are estimates, and time should not be considered an essential element.
- 2.9. Acceptance. In the event that the applicable Order Form expressly indicates that the Services are subject to acceptance, but does not specify any acceptance procedure, the following acceptance procedure will apply:
- A. As soon as **SPOTLIO** completes a service, the Client will have five (5) calendar days ("acceptance period") to accept, or reject, said service, in case of detecting a substantial defect, based on the acceptance criteria set out on the corresponding Order Form.
 - B. If the service meets the acceptance criteria set out in the Order Form, the Client must accept it as it has been provided. The Client must not delay acceptance without just cause. If the Client rejects the service due to a substantial defect, they must notify **SPOTLIO**, in writing, within a period of five (5) days, indicating the cause of the substantial defect.

- C. In case of rejection of the service due to substantial defect, SPOTLIO must have a reasonable period of time to try and solve it, and to re-provide the service, with an additional acceptance period.
- D. If the Client does not reject any service during the acceptance period, by means of a written document, in which the substantial defect is specified, it will be understood that the Client has accepted said service, once the tenth day of the acceptance period has elapsed.
- E. As soon as a service is accepted, all the Services associated with it will be considered accepted, and **SPOTLIO** will have no obligation regarding a service that has not been accepted.
- F. The Client will not Use a service or Software productively unless the Client has agreed to it (explicitly or over time).
- G. If the acceptance criteria are not specified in the Order Form, said service or Software will be deemed accepted upon delivery.
- H. In the event that the Licensee has signed a separate project implementation contract to this contract, but associated with the Services described therein, the acceptance processes regulated in the project implementation contract will prevail.

2.10 Client responsibilities. The Client must:

- A. Carry out the necessary preparations so that **SPOTLIO** can provide the Services.
- B. Provide and make available to **SPOTLIO** all the Personnel that is reasonably required, in relation to the provision of the Services, and that may be specified in the future, through a specific Order Form.
- C. If the Services are provided at the Client's premises, the Client agrees to grant the necessary access to its premises, including adequate access to computer systems and other facilities.
- D. Designate a contact person with authorisation to make decisions, and to provide **SPOTLIO**, with the appropriate diligence, all the information that is necessary or relevant.
- E. Ensure that they have all license rights, including third party license rights, necessary for **SPOTLIO** to provide the Services.

3. Conditions of use

- 3.1. The legal conditions of the service are set up by: (1) the Order Form, (2) the present Terms and Conditions of Service, (3) all other documents that are created

by SPOTLIO in the framework of the provision of services.

In the event of conflict or contradiction of content between the aforementioned documents, the following shall prevail: (1), (2), (3).

- 3.2. The Subscription Services provided to the Client are non-exclusive and non-transferable (except as provided in section 18.4) and are intended exclusively for the Client's internal commercial use. This right of Use will remain in effect for the same time as the right to Use the Subscription Services and will be subject to the same terms and conditions. The Client's right to Use the Subscription Services is subject to the conditions detailed below. The Client may not:
- A. Transfer to other natural or legal persons any of their rights to Use the Subscription Services;
 - B. Assign, sell, rent, sublicense or lease the Subscription Services;
 - C. Make the Subscription Services available to people who are not Authorised Users.
 - D. Create derivative works based on the Subscription Services, Software or Documentation without authorisation from **SPOTLIO**;
 - E. Copy any features, designs or graphics, or reverse engineer the Software;
 - F. Access the Subscription Services to create a competing solution or to help someone else design it;
 - G. Make Use of the Subscription Services in a way that violates civil or criminal law;
 - H. Exceed the usage limits indicated on the Order Form.
 - I. Use the Subscription Services to provide Services to third parties (e.g., business process outsourcing, service centre applications, or third party training).
 - J. Use **SPOTLIO** Subscription Services in any way or perform any act with them other than those expressly permitted in accordance with the terms of this agreement.
 - K. Use components of the Software other than those specifically identified in the Order Form, even if it is technically possible for the Client to access other components of the Software.
 - L. Directly or indirectly reproducing Software, decompiling and/or performing reverse engineering on it, modifying, correcting, adapting, or creating derivative and additional works, directly or indirectly, in relation to the Software.
- 3.3. The Client may allow Business Partners to Use the Subscription Services only through screen access, only in conjunction with the Client's Use, and they may not

Use the Subscription Services to carry out business operations of Business Partners.

- 3.4. **SPOTLIO** may audit the Use that the Client makes of the Subscription Services and Software, in person or remotely. In the event of a face-to-face audit, the Client agrees to cooperate with **SPOTLIO** in the same, providing assistance and granting reasonable access to information. Such audits will not unreasonably interfere with the Client's day-to-day business operations. The Client agrees to pay any fee or rate that may be applicable for the Use of the Subscription Services over and above their rights, within 30 days of receiving the corresponding written notification sent by **SPOTLIO**. In the event that the Client does not make this payment having been required to do so, **SPOTLIO** may terminate both the Client's Subscription Services and the contract, without the Client being able to claim damages of any kind for the resolution motivated by the non-payment of said excess in the Use of the Subscription Services. The Client agrees that **SPOTLIO** will not be liable for any of the costs incurred by the Client for its cooperation in the audit. The Client shall pay the reasonable costs of a **SPOTLIO** audit if the results of the audit indicate that the Use of the quantities or levels allowed according to the Order Form has been exceeded.
- 3.5. Any breach by the Client of the obligations contained in this clause '3' shall constitute a material breach of this Agreement. In the event of such a breach, the Client shall incur a penalty of \$100,000. This penalty is stipulated as a liquidated damage amount and is not intended to be a substitute for any additional damages or losses incurred by **SPOTLIO** as a result of the Client's breach. **SPOTLIO** reserves the right to claim further damages should the actual loss exceed the amount of the stipulated penalty.

4. Client details

- 4.1. The Client must provide all the necessary details to make Use of the Subscription Services; **SPOTLIO** is not obliged to make modifications or additions to the Client data. The Client is solely responsible for the content and their accuracy.
- 4.2. Client data belongs to the Client and **SPOTLIO** does not claim any ownership rights over them. However, the Client grants **SPOTLIO** a free, perpetual, worldwide license to use such data in an aggregated and anonymized manner, ensuring that no individual person or entity can be identified. This usage is strictly for the purpose of improving and enhancing **SPOTLIO**'s Products and services. **SPOTLIO** commits to handling Client data in compliance with all applicable data protection regulations, ensuring confidentiality and security at all times.

- 4.3. The Client declares that the Client data, when they contain personal data of any kind, have been obtained lawfully in accordance with the applicable data protection law, the Client being solely responsible in the event that said declaration is false or incorrect. The Client agrees that **SPOTLIO** provides the Subscription Services from locations and / or through the use of subcontractors within the European Union and the United States of America. in accordance with the **SPOTLIO** international data transfer agreement.
- 4.4. **SPOTLIO** must maintain the confidentiality of Client data in accordance with section 14 of this agreement.
- 4.5. **SPOTLIO** will use Client data strictly to the extent necessary to fulfil its obligations under this agreement, and for no other purpose; likewise, it will comply with the privacy and confidentiality policy contained in the Terms of Service, and its annexes. However, **SPOTLIO**:
- 4.5.1. Will be able to monitor the Use of the systems by the Client in order to identify possible modifications in the systems and / or authorised or flexible users, as well as detect any solution or **SPOTLIO** module not contracted and / or being used outside the demonstration period that, if applicable, would have been assigned by **SPOTLIO**;
 - 4.5.2. May identify trends and publish reports on their findings, provided that such reports include aggregated data from more than one Client and do not identify the Client.

5. Data protection

- 5.1 **SPOTLIO** is a company that works with and processes data about individuals across the world. To operate our business, we may send your personal information outside of your state, province, or country, including to the United States of America. This data may be subject to the laws of the countries where we send it. We take steps to protect your information when we send your information across borders. Depending on whether you are a merchant, customer, partner, user or visitor, please refer to our supplemental privacy policies, as relevant.
- 5.2 For Clients considered as data controllers under the regulation (EU) 2016/679 of the European parliament and of the council, of April 27, 2016, governing the protection of natural persons with regard to the processing of personal data and the free movement of these data (hereinafter, the "GDPR"), by virtue of the relationships established between the parties, **SPOTLIO** may process personal

data of which the Client is the data controller and **SPOTLIO** is the processor, for the purposes of the GDPR. Such treatment by SPOTLIO is necessary for the provision of the Services. Where the processing of Personal Data under these Terms of Service is subject to data protection requirements in the European Economic Area (the "EEA"), the United Kingdom (the "UK"), or Switzerland (collectively, "European Data Protection Laws"), Appendix A supplements this agreement.

- 5.3 For Clients whose data protection legislation is governed by United States law, **SPOTLIO** and the Client agree to comply with all applicable federal and state data protection laws, including but not limited to the relevant state privacy laws and any applicable federal regulations regarding the protection of personal data.
- 5.4 The parties undertake to respect the applicable regulations regarding the protection of personal data, each of the parties having to face exclusively the liability arising from their own breach of said regulations.
- 5.5 Access or processing by **SPOTLIO** regarding the personal data of which the Client is the data processor will not be considered data communication. **SPOTLIO** in any case will comply with the following obligations:
 - **SPOTLIO** will maintain strict confidentiality regarding the personal data with respect to which the Client holds the status of data controller, and which is accessed by virtue of this contract.
 - **SPOTLIO** will only process said data in accordance with the Client's instructions.
 - **SPOTLIO** will not apply or use the data for a purpose other than that established in this contract, nor will data be disclosed, not even for their preservation, to third parties.
 - **SPOTLIO** will implement the security measures described in the data processor's contract in its processing systems.
 - Once the contractual provision has been fulfilled, the personal data must be destroyed by **SPOTLIO** or returned to the Client, as well as any other media or documents containing any personal data. In the event that the Client wishes to have the data and / or media or documents returned, they must let **SPOTLIO** know at the same time that they notify the termination of the contract, so that **SPOTLIO** has enough time to prepare the necessary material.

- In any case, **SPOTLIO** may keep the data duly blocked in order to prevent its processing except for making it available to the public administrations, judges and courts, for the attention of possible responsibilities arising from the processing and only during the prescription period of said liabilities.
- **SPOTLIO** will not be responsible for the processing of the rights of access, rectification, cancellation or objection that may be exercised by Authorised Users of the systems that are the object of this contract, so the Client must ensure that they have adequate privacy policies that guarantee this extreme. In no case will **SPOTLIO** be responsible for non-compliance with the deadlines for responding to this type of request.

5.6 Regarding the relationship between the parties, the latter are informed that the personal data of the signatories will be processed, respectively, by the entities identified in the heading, who will act independently as data controllers. Said data will be processed to comply with the rights and obligations contained in this contract, without automated decisions being made that may affect the aforementioned representatives. Consequently, the legal basis of the processing is to comply with the aforementioned contractual relationship, said purpose being strictly necessary to execute this contract. The criteria for preservation, exercise of rights and contact details of the data protection delegate - if any - will be the same as those contained in the data processor's contract based on article 28.3 of the GDPR that is attached as Appendix A.

5.7 **SPOTLIO** reserves the right to delete or disable access to any Client data that violates civil or criminal law, including data that violates privacy rights or constitutes a violation of Intellectual property rights or other property rights. In the event of taking actions of this type, **SPOTLIO** will not assume any liability before the Client.

6. Subscription service guarantee

SPOTLIO has no warranty obligations in relation to the following:

- a) Software that has been modified by Client or a third party, unless such modification has been approved in writing by **SPOTLIO**.
- b) Versions of the Subscription Services that have finished their life cycle (see section 2.3); or,

c) Problems in the Subscription Services that have been caused by third-party software or equipment, accidental damage, or any other cause beyond the reasonable control of **SPOTLIO**.

7. Client responsibilities

The Client must provide **SPOTLIO** with good faith information, access and cooperation to the extent reasonably necessary for **SPOTLIO** to provide services; likewise, he must perform any task that has been identified as his responsibility in the Order Form. If the Client does not act in this way, **SPOTLIO** will be exempt from its obligations to the extent that these depend on the Client's actions.

8. Intellectual property rights

- 8.1. Reservation of rights. The **SPOTLIO** Products, and all the intellectual property rights included in this agreement, will be the sole and exclusive property of **SPOTLIO** or its licensors, in accordance with any right expressly granted to the Client in sections 3 and 8.3 of this document. Except for the rights specified in sections 3 and 8.3 of this agreement, the Client is not authorised to modify or make derivative works of the Software or other **SPOTLIO** Products.
- 8.2. Protected rights. The Client shall not copy, translate, disassemble, decompile, or reverse engineer the Software or other **SPOTLIO** Products. The Client must not create or attempt to create the source code from the object code of the Software or other **SPOTLIO** Products, if they have access to them. The Client is authorised to recover the data in accordance with the good practices of information technology.
- 8.3. Modifications/Extensions: All modifications and all rights associated with them will be the exclusive property of **SPOTLIO** or its licensors. All Extensions developed by **SPOTLIO** or its licensors (either independently or jointly with the Client) and all rights associated with them will be the exclusive property of **SPOTLIO** or its licensors. The Client agrees to formalise all the documents reasonably necessary to guarantee the rights of **SPOTLIO** on the modifications and Extensions previously established. All Extensions developed by or on behalf of the Client without the involvement of **SPOTLIO** ("Client Extension"), and all rights associated therewith, shall be the exclusive property of the Client subject to **SPOTLIO**'s rights on the Software and **SPOTLIO** Products, provided that the Client does not market, trade

with, distribute, license or sub-license, or transfer, assign or otherwise dispose of any such Client Extensions. **SPOTLIO** reserves the right to independently develop its own Extensions or modifications to the Software, and the Client agrees not to take any action that could limit **SPOTLIO**'s sale, assignment or distribution of licenses or Use of its Software, its modifications or its Extensions.

8.3.1. Any modification developed by or on behalf of the Client without the participation of **SPOTLIO**, or any Extension of the Client, shall not (subject to other limitations specified herein): (i) allow the diversion or circumvention of any of the restrictions specified in this agreement and / or provide the Client with access to Software for which Client does not have a direct license; (ii) alter, degrade or reduce the performance or security of the Software; (iii) provide or transfer any information relating to the **SPOTLIO** Software license terms, the Software or any other information relating to **SPOTLIO** Products.

8.3.2. The Client accepts, in his own name and that of its successors and assignees, not to claim against **SPOTLIO** or its affiliated companies, or its resellers, distributors, suppliers, Business Partners and Clients, any right to any (i) extension or modification of the Client, or (ii) other functionality of the **SPOTLIO** Software accessed by this Client Extension or Modification.

8.4. The provision of Products to the Client does not imply, in any case, the transfer of ownership or the granting of a right of Use in favour of the Client other than that provided for in this contract. Consequently, any Use by the Client of the Products that is made without the authorisation of **SPOTLIO**, including their exploitation, reproduction, dissemination, transformation, distribution, transmission by any means, subsequent publication, exhibition, public communication or full or partial representation is strictly prohibited, which, if they occur, will constitute infringements of **SPOTLIO**'s intellectual or industrial property rights, sanctioned by current legislation. The penalty stipulated in clause 3.4 shall also apply in the event of any breach of the provisions of this clause 8.4.

8.5. The Client may, at his sole discretion, offer **SPOTLIO** contributions, comments or suggestions, regarding the business and technological orientation of **SPOTLIO**, and / or the possible creation, modification, correction or improvement of the Software, Products and / or **SPOTLIO** Services (collectively, "observations"). The Client grants **SPOTLIO** a non-exclusive, perpetual, irrevocable, worldwide, transferable, royalty-free license, with the right to sublicense through various levels, to use, publish, disclose, develop, copy, perform, have performed, modify,

create derivative works, distribute, sell, offer for sale, or benefit from the observations in any other way and through any means.

9. Contract term

- 9.1. This agreement will come into force as of the date specified on the Order Form and will remain in force for the period specified in the Order Form, which will be binding for both parties. Upon expiration of the period specified in the Order Form, this agreement will be automatically renewed for successive periods of one (1) year each, unless either party provides written notice of termination at least three (3) months prior to the expiration of the initial term or any renewal term. The agreement will terminate according to one of the following conditions, whichever arises first: (i) three (3) months after the Client sends **SPOTLIO** a written notification of the Client's decision to terminate this contract, for any reason, provided such notification is given at least three (3) months prior to the expiration of the initial term or any renewal term, and only upon payment of any price, charge, fee or amount of any type that is still outstanding, including the instalments corresponding to the due notice of three (3) months; (ii) thirty (30) days after SPOTLIO sends the Client a written notification of the Client's material breach of any provision of the contract (other than breach of the Client's obligations under sections 8, 14 or 18.4, which would automatically lead to immediate termination), including the overdue payment by the Client of any fee arising from this contract, unless the Client remedies said breach during this thirty-day period; (iii) immediately, should the Client file a bankruptcy claim, become insolvent, or make an assignment for the benefit of creditors and there is outstanding debt. To clarify, the termination of this agreement will strictly apply to all Subscription Services under this agreement, its appendices, addenda, annexes, and order documents, and partial termination of the agreement of any of the parts of this contract, its appendices, addenda, annexes or order documents will not be allowed; (iv) Upon the expiration of the term specified in the Order Form, if the Client does not accept the new licensing terms proposed by **SPOTLIO**.
- 9.2. In the event that the Order Form stipulates a minimum period for contracting the Subscription Services, said minimum period will be binding on the part of the Client, who must pay the price of all the Subscription Services that would have been generated by the aforementioned minimum term.

10. Payments

The Client must pay the fees listed in the corresponding Order Form.

- 10.1. Fees: The Client shall pay **SPOTLIO** the total amounts stipulated in the Order Form as consideration for the Services provided. The prices contained in the Order Form shall, unless explicitly stated otherwise, be reviewed by SPOTLIO annually and automatically in accordance with the upward variation of the Consumer Price Index (CPI) for the previous year. In addition, when prices relate to recurring Products or Services, they may vary without prior notification when: the configuration of the price/product has changed, the prices of the product manufacturer have changed, the year-on-year CPI has changed or any other justifiable cause or criterion occurs. In these cases, the invoice will be issued in advance and the customer will have 15 days from receipt to reject it and, if applicable, to terminate the contract. Prices shall not include Value Added Tax or any other applicable tax.
- 10.2. Invoicing: Invoicing for the contracted Services shall follow the schedule set out in the Order Form. Any excess in the parameters of the contracted Services not included in the Order Form shall be charged and invoiced in the invoice immediately following the period in which the excess has occurred, and in accordance with the unit and hourly prices described in the Order Form. If after ten (10) days from the sending of invoices the Client does not express, by any means that accredits its receipt, its disagreement with the content of the same, it is then understood that such invoices are correct and **SPOTLIO** won't accept any claim after that period.
- 10.3. Amount in dispute: The Client may, in good faith, object to any invoice, or part thereof (the "Amount in Dispute") by sending a written notice of such discrepancy to SPOTLIO, accompanied by reasonable supporting Documentation, within the period of ten (10) days mentioned above in which the Amount in Dispute appears. Failure to do so shall be deemed a waiver by the Client of any right to object to such Disputed Amount and to make any claim. The Parties shall make a good faith effort to resolve the Disputed Amount within (30) days of receipt of Customer's notice.
- 10.4. Payment: The Customer shall make payment within thirty (30) days of the issuance of the invoice, by bank transfer or by any other means commonly used in commercial transactions. In the case of direct debit for clients placed at the EU, the Customer must return the corresponding signed SEPA form.

- 10.5. Non-payment. In case of return, delay or non-payment of any bill or invoice, **SPOTLIO** will proceed as follows: an email will be sent to the customer warning of the suspension of service if the situation of non-payment continues, within 48 hours of such communication. In the event of non-payment, the service will be suspended, and the Client will be prevented from contracting new services. Likewise, the delay in total or partial payment for a period exceeding two (2) months or the temporary suspension of service on two occasions for late payment, shall entitle **SPOTLIO** to the definitive interruption of Services and the corresponding termination of the Contract, after notifying the client by email, who will be given a non-extendable period of 15 days to pay the Services owed. Any invoice not paid by the due date will automatically accrue default interest, without prior notice, at a rate equal to the Secured Overnight Financing Rate (SOFR) in effect over the past six months, increased by eight points.
- 10.6. The Client agrees to pay any tax derived from sales, vat, or of any other type established by the applicable legislation, that **SPOTLIO** must settle, based on the Subscription Services that the Client has requested, except those based on **SPOTLIO**'s revenue. Likewise, the Client will reimburse **SPOTLIO** for any reasonable expenses it may incur related to the provision of any aforementioned Services. The fees and charges of any kind indicated in the contract do not include taxes or expenses. The Client must pay the import duties that are applicable as a result of any amount paid to **SPOTLIO**.
- 10.7. The Client accepts that he may receive multiple invoices for the Services requested. The invoices will be sent to the Client by email or through other agreed-upon methods. The Client will bear all expenses associated with **SPOTLIO**'s collection of amounts due, including reasonable solicitors' fees.
- 10.8. If during the Subscription Period the Client requests that additional Products be added to the initial purchase or subsequent purchases of Subscription Services, or new Authorised Users, or the hiring of flexible users, the purchase price of said Products or Services will be added to the following invoices from the 1st of the month following their acquisition.
- 10.9. All amounts due under this contract will be non-cancellable and the amounts paid will be non-refundable.
- 10.10 The Client declares that he has not relied on the future availability of the Subscription Services, Software or updates when undertaking the payment obligations in the contract; however, the foregoing does not exempt **SPOTLIO** from

its obligations to provide the Subscription Services requested in accordance with the conditions of this Terms of Service and the Order Form.

11 Termination and suspension

- 11.1. Either party may cancel the rights granted by virtue of an Order Form or these Terms of Service if the other party breaches any substantial clause of said documents or the contract and such breach is not remedied within 30 days of a written notification. The Client's failure to comply with section 10 and section 3.1, letter 'h' of this agreement will be considered a substantial breach if not remedied within 30 days of a notification of payment default or excessive Use, sent by **SPOTLIO** (for example, by paying additional fees or charges).
- 11.2. In the event that the Client breaches a substantial clause of the Terms of Service or the Order **SPOTLIO** may, at its sole discretion and as an alternative to cancellation, suspend the supply of Subscription Services to the Client for a period of up to 45 days, instead of cancelling the rights granted to the Client under the contract in accordance with section 11.1 above. At any time during said period, SPOTLIO may definitively cancel the rights granted to the Client.
- 11.3. Sections 3, 4.3., 8, 10, 12, 13, 14, 15, 16 and 18 will remain in force after the expiration of this agreement.
- 11.4. Under this agreement, should **SPOTLIO** cancel the Subscription Services of the Client, due to non-payment by the Client, the latter must pay all the unpaid instalments prior to the cancellation, together with the corresponding default interest and within thirty (30) days.
- 11.5. Upon termination of the Subscription Services, **SPOTLIO** may provide Client, within a reasonable time, all Client data in a comma-separated value (csv) format or any other supported format existing at the time of termination. However, **SPOTLIO** may - although it will not be obliged to do so unless the law provides otherwise - keep the Client's data on backup media for an additional period of up to 12 months, provided that such retention is not contrary to data protection legislation.

12 Disclaimer

- 12.1 Media services: **SPOTLIO** undertakes to use its best endeavours to maintain an acceptable level of performance of its contractual obligations. SPOTLIO disclaims any other express or implied warranty, including, without limiting to these cases, any warranty of merchantability or fitness for a particular purpose, except where legal guarantees are not waivable, meaning the provision of services of means, not result.
- 12.2 Except as expressly provided in this agreement, the Subscription Services (including Software and Documentation) are provided without any other warranty of any kind, except as indicated in clause 12.2.; **SPOTLIO** makes no other warranty, express or implied, including but not limited to any warranty of merchantability or fitness for a particular purpose. **SPOTLIO** does not guarantee that your Use of the Subscription Services will be uninterrupted or error-free.

13 Limitation of liability

- 13.1 Under this agreement, neither party shall be liable for any indirect, incidental, unforeseeable, punitive or consequential damages, or damages for loss of profits, interruption of work, computer failure or malfunction, loss or corruption of data, loss of profits, business opportunities or reputational damage, or any other similar damage in line with any theory of liability (whether by contract, tort, strict liability or any other theory), even if the other party has been informed of said possibility. The Client assumes full responsibility for the selection of the Subscription Services, the Software and Documentation necessary to achieve the results expected by the Client and the Use and results of the Subscription Services or Products.
- 13.2 The full liability of **SPOTLIO** for any direct loss, cost, claim or damage of the type that may befall the Client and related to this contract will be limited to the amount of the fees that the Client has paid SPOTLIO for the Subscription Services regulated in the Order Form that gives rise to liability during the three (3) month period immediately prior to the event that gave rise to said liability, less any refunds or credits that the Client may have received from **SPOTLIO** by virtue of said Order Form. The Client must notify said event to **SPOTLIO** without delay, and if not notified within a period of less than three (3) months, **SPOTLIO** shall not be held liable for any claim whatsoever.

- 13.3 **SPOTLIO** and its licensors will not be liable under this agreement: (i) if the Software is not used in accordance with the Documentation; or (ii) if the defect or liability is caused by the Client, a Modification or an Extension (except a Modification or Extension by **SPOTLIO** that is provided through **SPOTLIO** support or under the warranty period), or third party software ; or (iii) if the Software is used in conjunction with third-party software for which the Client does not have sufficient third-party rights for such use; or (iv) for any Client activity that is not permitted under this agreement. **SPOTLIO** and its licensors shall not be liable for any claims or damages arising from improper Use of the Software and / or third party software licensed by this agreement.
- 13.4 Exclusions and limitations of third-party software. Subject to the exclusion of damages stipulated in section 13.1. And with respect to third party software, under no circumstances and regardless of the nature of any claim will **SPOTLIO** or its licensors be liable for any amount in excess of the annual license fee paid for the third-party software that directly causes the damages.
- 13.5 The limitation of liability described in sections 13.2. And 13.4. Was and is an express part of the agreement between **SPOTLIO** and the Client and constitutes a limiting factor in the calculation of the fees paid to **SPOTLIO**. However, there is no limitation whatsoever in the event of direct loss, or claim for damages arising as a result of the violation of Intellectual property rights by the Client, in relation to the compensation obligations of the parties for claims of third parties, or in relation to with the breach of any payment obligation by the Client under this contract.

14 Confidentiality

- 14.1. The Order Form, the Terms of Services and the Service (including the Software and the Documentation) contain valuable trade secrets, as well as other reserved or protected information that belongs exclusively to **SPOTLIO** (hereinafter "**SPOTLIO**'s confidential information"); the Client declares that he will reasonably prevent other parties from having knowledge of **SPOTLIO**'s confidential information. The Client must take reasonable steps to prevent unauthorised access or unauthorised duplication of Subscription Services, Software, Documentation, and Products.
- 14.2. Client data may contain valuable trade secrets or other reserved or protected information that belongs exclusively to the Client (hereinafter, "Client confidential information"). **SPOTLIO** must take reasonable steps to prevent other parties from having knowledge of Client confidential information.

14.3. Sections 14.1 and 14.2 do not apply to information: (i) that is or becomes public domain, as long as it does not become so by action or inaction of the receiving party (hereinafter, the “recipient”); (ii) that it is known by the recipient at the time of receipt, as evidenced by the recipient’s files; (iii) that it is subsequently provided to the recipient by a third party, in full right and without dissemination restrictions; (iv) that it is developed independently by the recipient; or (v) whose disclosure is required by law, provided that any possible disclosure is previously informed in writing to the party that owns the information.

15 Compensation by SPOTLIO and third-party claims

15.1. Breach of contract and Client defence. **SPOTLIO** will defend the Client from the claims that any third party makes in the territory claiming that the Use made by the Client, according to the terms and conditions of this contract, constitutes a direct infringement or misappropriation of one or more patents, copyrights or rights over trade secrets of this third party, and **SPOTLIO** will pay the compensation to which the Client is finally sentenced by a competent court (or the amount that **SPOTLIO** has negotiated) with respect to said claims.

SPOTLIO’s obligation in this regard shall not apply if the infringement or misappropriation of which the Client is accused is the result of (i) using the Software in conjunction with other software; (ii) failure to promptly Use an update provided by **SPOTLIO** if such infringement or misappropriation could have been prevented through the Use of such update; or (iii) any Use that this agreement does not allow. **SPOTLIO**’s obligation in this regard will not apply if the Client does not immediately notify **SPOTLIO** in writing of any of these claims; however, failure of the Client to provide such notification with undue delay will not release **SPOTLIO** from its obligations under this section except to the extent that **SPOTLIO** is adversely affected by Licensee’s failure to provide such notification or it was done so in an untimely manner. **SPOTLIO** has permission to fully control the defence and any settlement agreement against any claim as long as that agreement does not include a financial obligation for the Client or an admission of responsibility on his part. In the event that the Client declines the defence provided by **SPOTLIO**, or otherwise fails to give the advisor appointed by **SPOTLIO** full control of the defence, the Client will waive **SPOTLIO**’s obligations under this section 15.1. The Client must reasonably cooperate in the defence of such claim and must be represented, at his or her expense, by an attorney reasonably acceptable to **SPOTLIO**. **SPOTLIO** expressly reserves the right not to assume the defence of any claim in the event that the Software is no longer considered to

infringe or misappropriate the rights of third parties. **SPOTLIO** may resolve or mitigate the damages of any claim or potential claim by making a substitution with substantially equivalent programs that comply with the law and providing Documentation for the Software. The Client will not take any action in response to any infringement or misappropriation, or allegation of infringement or misappropriation of the Software if it is detrimental to **SPOTLIO**'s rights.

- 15.2. The provisions of this section 15 establish the sole, exclusive and complete liability of **SPOTLIO** and its licensors to the Client, and the only compensation for the Client, with regard to the infringement or misappropriation of the Intellectual property rights of third parties.

16 Compensation by the Client

The Client must indemnify **SPOTLIO**, its subsidiaries, directors and employees for any damages that are decided against **SPOTLIO** by a court sentence (including, but not limited to, reasonable costs and legal fees incurred by **SPOTLIO**) as a result of a lawsuit, claim or other legal action taken by a third party; this section includes, among other things, any action for the violation of trademarks, copyrights, trade secrets, duty of confidentiality, rights of publicity or privacy (including defamation), patent rights or other property rights related to Client data.

17 Advertising

SPOTLIO may mention that the Client is one of its Clients and use the Client's logo on its website, in public domain Client lists and in the media.

18 Miscellaneous

- 18.1. Severability. It is the responsibility of the parties that, in the event that one or more of the provisions contained in this contract is not valid or is not applicable for any reason, said invalidity or unenforceability does not affect the rest of the provisions of this contract, and this contract must be construed as if such invalid or unenforceable provision had never existed,
- 18.2. No waiver. If one of the parties waives any right with respect to any breach of this agreement, it will not therefore be considered that they waive any right with

respect to any prior or subsequent breach of the same or any other provision of this agreement.

- 18.3. Copies. This contract will be signed in two copies, each of which will be considered original and will form a single contract together. Both parties agree that this document and its signature can be executed electronically (sending by fax, scanned copy sent by e-mail, or electronic signature by means implemented by **SPOTLIO** - for example: docusign), and that said electronic form will be considered as original.
- 18.4. Notifications. All notifications or reports required or delivered under this agreement must be in writing and will be deemed fully delivered when sent to the appropriate **SPOTLIO** officers and the Client at the addresses specified in the initial portion of any Order Form. In the event that in this section 18.5 or in any other part of this contract, a written form is required, except for the notification of any notice of termination or material breach that must be made through the exchange of letter / s, that requirement can be fulfilled by faxing, exchanging letters or any other written form, including email.
- 18.5. Force majeure. Any delay or breach of any of the provisions of this agreement (except those relating to the payment of the amounts required herein) caused by conditions that are beyond the reasonable control of the party carrying out the action will not constitute a breach of this contract, and the period of fulfilment of said provision, if any, shall be considered extended for a period of time equivalent to the duration of the conditions that have prevented its fulfilment.
- 18.6. Entire agreement. This agreement constitutes the complete and exclusive statement of the agreement between **SPOTLIO** and the Client, and any prior statements, negotiations and documents are deemed to be superseded by this agreement and the parties waive their action by virtue of such statements, negotiations or documents. This contract can be modified only by a writing signed by both parties. This agreement shall prevail over any term or condition that appears in any purchase order or other document that the Client provides to **SPOTLIO** that conflicts or is inconsistent with the provisions of this agreement. This agreement shall prevail over any additional terms or conditions that appear in any end user acceptance agreement (click wrap end user agreement) included in the Software, that conflicts or is inconsistent with the provisions of this agreement. Signatures sent through electronic means (facsimile or scanned and sent via email) will be considered original signatures.

- 18.7. Independent contractor. The relationship between **SPOTLIO** and the Client that is established through this contract is that of an independent contractor, so no employment, agency, partnership or fiduciary relationship is generated by this contract.
- 18.8. System security and data protection. **SPOTLIO** Personnel and its collaborators will remotely access the Client's technological environment. The Client undertakes to be diligent in protecting its technological structure and exonerates **SPOTLIO** of any damage suffered in the technological structure of the Client due to lack of diligence in the security of their equipment and systems. When **SPOTLIO** is provided access to Client data and systems, **SPOTLIO** must comply with reasonable administrative, technical, and physical Client protections to protect such data and prevent unauthorised access to it. In relation to such access, the Client will be responsible for supplying **SPOTLIO** Consultants with the user authorisations and passwords necessary to access their systems, as well as for rejecting said authorisations and terminating said access when the Client deems it necessary. The Client will not grant **SPOTLIO** access to the systems or the personal information of the Client (or a third party), unless such access is essential for the provision of the Services in accordance with this agreement. The parties agree that a breach of this provision will not be considered to have occurred, if **SPOTLIO** has not complied with the aforementioned protection, if personal information has not been compromised.
- 18.9. Hierarchy. The following order of prevalence will be applied in the event of conflict or inconsistency between the provisions of the components of the global agreement between the parties: (1) the Order Form, (2) the present Terms and Conditions of Service, (3) all other documents that are created by **SPOTLIO** in the framework of the provision of Services.
- 18.10. Assignment. The Client may not, without the prior written consent of **SPOTLIO**, assign, delegate, pledge, or transfer in any other way, this agreement, or any of the rights or obligations specified therein, nor the work products, nor the delivery products or **SPOTLIO**'s confidential information, to any party, either voluntarily or under the law, including in the event of a sale of assets, merger or consolidation. **SPOTLIO** may (i) assign this contract to any of the **SPOTLIO** group companies (ii) subcontract to a qualified third party, all or part of the work to be carried out in accordance with this agreement.

19 Force majeure

Neither party will be responsible for cases of non-compliance or delay in the execution of its obligations if it is due to: acts of war, hostility or sabotage; natural disasters; power cuts or interruptions in Internet service or telecommunications that have not been caused by the party invoking force majeure; government restrictions (including denial or cancellation of any export or other licenses); any other event beyond the reasonable control of the affected party. Both parties will use reasonable efforts to mitigate the effects of any force majeure event.

If the force majeure situation lasts for more than 30 days, either party may cancel unperformed Services upon written notice. This Section does not relieve either party of its obligation to take reasonable steps to activate its normal disaster recovery procedures or its obligation to pay for Services.

20 Applicable law and jurisdiction. Limitation period

The applicable law and jurisdiction applying to the Client will depend on its billing address.

- If the billing address of the Client is located in the **United States or Canada**, this contract will be governed and interpreted according to the laws of the State of Delaware, with exclusion of its conflict of laws rules. In the event of any conflict between foreign laws, regulations and standards, and the laws, regulations and rules of Delaware, the laws, regulations and standards of Delaware shall prevail and govern, when these are of preferential application. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Delaware with respect to any dispute or claim arising out of or in connection with the Terms of Service.

- If the billing address of the Client is located in **any jurisdiction different than the United States or Canada**, this contract will be governed and interpreted according to the laws of Spain, with exclusion of its conflict of laws rules. In the event of any conflict between foreign laws, regulations and standards, and the laws, regulations and rules of Spain, the laws, regulations and standards of Spain shall prevail and govern, when these are of preferential application. The parties irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the city of Barcelona (Spain) with respect to any dispute or claim arising out of or in connection with the Terms of Service.

The Client must file an action for any claim that arises from this contract or is related to its subject matter within a period of one (1) year from the date on which the Client knows, or should know after a reasonable investigation period, the facts giving rise to the claim or claims

APPENDIX A – GDPR, UK, and Switzerland Data Protection Appendix

<https://public-assets.spotliodata.com/9151fd5f-4fb2-448a-b05d-e5a4541784f2.pdf>