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## GENERAL CONTRACTING CONDITIONS FOR "Serverless Tracking".

On the one hand, **ADSMURAI S.L.** with registered office at HQ Passeig de Gràcia, 60 3º & 4º, 08007, Barcelona, NIF B66216482 and e-mail to [privacy@adsmurai.com](mailto:privacy@adsmurai.com), being the owner of the platform "**Serverless Tracking**" (hereinafter the **Platform**), under *Software as a Service* (hereinafter **SaaS**) exposes the contractual document that will govern the procurement of products through the website outlined, hereinafter, the **Supplier**.

And on the other hand, the **User - Client** (hereinafter the **Client**), whose will is to adhere to this contract regulating the general terms and conditions of contracting for the use of the platform owned by the Provider.

### 1. INTRODUCTION

Both parties recognize the broadest capacity to contract and bind themselves, and hereby enter into this adhesion contract.

The Customer declares that:

- a.You have read, understand and comprehend the above.
- b.That he/she is a person of legal age and with sufficient capacity to contract.
- c.That he/she assumes all the obligations set forth herein.
- d.That he/she has read and accepts these general contracting conditions from the moment he/she acquires the platform service.

It is recommended that you keep a copy of these Conditions.

The Provider makes available to the Customer the e-mail address [privacy@adsmurai.com](mailto:privacy@adsmurai.com) for any questions about these conditions.

These terms and conditions shall be valid for an indefinite period of time and shall be applicable to the contracting made through the **Supplier's** website [www.adsmurai.com](http://www.adsmurai.com).

The **Provider** reserves the right to unilaterally modify these General Conditions, without affecting the service or promotion that was purchased prior to the modification, in order to improve the service. In any case, these general conditions must be consulted before contracting the platform.

The **Supplier** shall not be liable for any consequences that may result from improper use of the platform.

## 2. DEFINITIONS

Both parties agree that, in this contract, the following shall be understood as:

- **Contract:** The totality of the documents that regulate the contracted service. It consists of the following documents: **General Conditions of Contract and Service Level Agreement**. A copy of the Contract will be provided to the Client, once it has been formalized, in digital format or any other support that may be applicable at any time.
- **General contracting conditions:** document containing the set of general conditions under which the **Client** will access and use the platform, without prejudice to what may be indicated in particular conditions eventually established with the Client.
- **Service Level Agreement -SLA-**, a document stipulating the conditions and parameters that commit the Service Provider to comply with certain levels of quality of service to the Client in relation to the platform. Technical information about the platform may be requested through the communication channels detailed in these Conditions.
- **Client:** The natural or legal person who has an interest in contracting a license to use the **Platform**, in whole or in part (on a SaaS basis).
- **Parties:** The **parties** to the contract - the **Supplier** and the **Customer**.
- **Computer Equipment:** portable desktop computers, digital tablets, *smartphones* or any other device on which the **Platform** can be properly accessed, meeting the minimum requirements for each type of equipment and operating system established by the **Supplier**.
- **SAAS Service:** The service provided by the **Supplier** to the **Customer through** the SaaS **Platform**.
- **Serverless Tracking" platform:** IT platform developed and managed by the Supplier, from its own ownership.  
The Platform is composed of different software elements, communication systems and services, provided by the **Supplier**, accessible through the Internet, where the information provided and manipulated by the **Client** is stored. The **Client** accesses the **Platform through** its Private Environment, by means of its user identifiers and passwords (personal and non-transferable).  
The **Customer**, by contracting the **Platform**, acquires the corresponding License of use within the scope of the SaaS Service provided by the **Provider, in no case exclusively**.
- **Customer's private environment:** Storage and display space for digital information that the **Provider** makes available to the **Customer** in order to provide the contracted SaaS Service.
- **Pixel:** this is the client's identifier associated with the event and sent to the online advertising company to know if the event has worked.

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- **Event:** an event is any action performed by the user on the client's website based on its functionalities. Example: page viewed, product viewed, product added to cart, etc.

### 3. GENERAL CONDITIONS OF USE

#### A. OBJECT OF THESE GENERAL CONDITIONS

The purpose of this contract is to regulate the terms and conditions under which the **Provider** provides the **Client** with the service consisting of sending the data of the events occurring on the web to our service, so that our service can track the usage and in turn format it and send it to the advertising platforms of the Client's choice.

#### B. SERVICE CONTRACTING PROCEDURE AND PLATFORM USE LICENSE

To initiate the contracting process, the Client must accept these General Conditions of Contract, as well as complete the Contract Form on the web that will contain the specific conditions of the contract (where it will be included, the format and customizations that the **Client** wishes to contract).

All this will involve the contracting of the use of the platform. All present contractual information is shown in Spanish (Castilian) and English and communication with customers and users, as well as the formalization of the contract, will be carried out in one of these languages.

In the contracting process, the **Client** shall indicate:

- ✓ The maximum number of events you can hire, and the maximum pixels you will use.
- ✓ Contact details of the contact person in charge of centralizing and coordinating relations with the **Supplier**.
- ✓ Billing information and payment method.

Once the **Supplier** has verified that it has all the information requested and the payment made by the **Customer**, the Supplier will communicate to the Customer the confirmation of the contracting made. As it is a periodic payment, the effective and correct subscription to the online payment method enabled for this purpose or the proper completion and communication of the payment data will be checked.

The **Client** is informed and accepts that the information contained in the Supplier's website, as well as the offers, quotations and projects provided to the **Client**, if any, do not constitute a contractual offer or the beginning of a business relationship with the Supplier, but will require in any case the fulfillment of the requirements established for the conclusion of the contracting process in these General Conditions of Contract in accordance with the applicable regulations.

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If the **Client** does not agree with the contents of these General Conditions or any part of the Contract, he/she must refrain from continuing the contracting process.

### C. PLATFORM USE LICENSE

The **Supplier** grants the Customer a non-transferable and non-exclusive license to use the Platform owned by the **Supplier**, under the terms and conditions set forth in the Agreement.

The use of the Platform will only be allowed to the client who has the Private environment and password to access it and under the contracted conditions.

The Customer shall refrain from making copies, disclosing and allowing third parties access to the **Platform**.

The rights granted to the Customer in accordance with the provisions of the following General Terms and Conditions extend to any update or new version that replaces or supplements the Platform.

### D. WARRANTY ON THE PLATFORM

The Customer agrees that the Platform is "as is" and the **Supplier** can in no way guarantee that the functions contained therein will meet the Customer's expectations or needs, nor that the Platform will operate uninterruptedly or without errors. The **Customer** shall bear the full cost of all services, repairs, corrections necessary to adapt it to its needs. Any changes, adaptations or customizations to the Platform shall be made by the **Supplier** or its designee.

A trial period of 14 calendar days is offered, which is understood as a warranty period. If the **Customer** has not notified the Supplier in a reliable manner of the existence of anomalies during the aforementioned period, it shall be deemed to be satisfied in all respects with the Platform and that the same works correctly and adapts to its needs, renouncing, thereafter, to make any claim.

To make use of the license granted on the platform, the **Client** shall at all times comply, among others, with the obligations of:

- i. Use the platform in accordance with the indications provided by the **Supplier**,
- ii. Have computer systems and equipment in good condition and properly maintained,
- iii. Have Internet access on their equipment,
- iv. Control access to the Platform in order to avoid manipulation by unauthorized third parties.
- v. Comply with the technical requirements necessary for the use of the Platform and have the software duly updated and maintained,
- vi. Do not allow the installation of viruses or malicious programs,
- vii. Apply reasonable preventive safety measures.

In no event shall the **Supplier** be liable for any malfunctions or damages caused by failure to comply with the obligations set forth in the preceding paragraph or any other obligations applicable to it pursuant to these General Terms and Conditions.

Under no circumstances may the **Customer** claim any compensation for damages caused by causes beyond the **Supplier's** control and, in particular, interruptions or failures of any kind occurring in power supply systems, telecommunications networks, interconnection elements or **Customer's** equipment.

#### **E. INTELLECTUAL PROPERTY OF THE PLATFORM**

The Platform has been created and is managed by the **Supplier**, who shall retain all intellectual, industrial or any other property rights thereon, and may not, under any circumstances, be further modified, copied, altered, reproduced, adapted or translated by the **Client**.

The structure, characteristics, codes, working methods, information systems, development methods, know-how, methodologies, processes, technologies, algorithms, as well as the user manuals, texts, graphic drawings, databases, videos or audio supports referred to or complementing the Platform are the property of the **Supplier** and are protected by Spanish, Community and international intellectual and industrial property regulations.

The provision of the **Platform** to the **Client** does not imply, in any case, the transfer of its ownership or the granting of a right of use in favor of the Client other than that provided for in the General Terms and Conditions.

Consequently, any use by the **Client** of the Platform that is made without the authorization of the **Supplier**, including its exploitation, reproduction, dissemination, transformation, distribution, transmission by any means and subsequent publication or exhibition, public communication or total or partial representation, outside the operational scope provided for the use of the Platform, is strictly prohibited. Failure to comply with any of the above prohibitions shall constitute an infringement of the intellectual or industrial property rights of the Supplier, punishable by law.

#### **F. SERVICE PROVISION REGIME**

The Supplier provides the SaaS service directly, with its own means. For the hosting of its servers, the Supplier has outsourced them to the company Google Cloud. The hosting of its servers is in its facilities. With regard to this service, both companies have signed a subcontracting contract for data processing, in compliance with the data protection regulations in force.

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## G. TECHNICAL SPECIFICATIONS

The required Technical Specifications to be met by the Customer are:

- Have a device with internet connection
- The device has a browser installed to access the web service.

In the event that the **Client's** networks, equipment and terminals do not comply with the aforementioned technical specifications, the **Client** must refrain from accessing and using the Platform.

The **Supplier** provides the **Client** with a generic user manual in Annex I, with links to videos explaining the operation of the Platform, detailing the specific operation and basic instructions for use. For those customizations that the **Client** has requested from the **Provider**, instructions or manuals may not be available. The **Supplier** declines any liability that may arise from the **Client's** use of the Platform that does not comply with such manual, instructions or notices provided by the **Supplier**, or in the case of networks, equipment and terminals of the **Client** that do not comply with the aforementioned technical specifications.

Upon notice from the **Supplier**, the **Customer** shall disconnect its networks, equipment or terminals from the Platform if, in the opinion of the **Supplier**, such networks, equipment or terminals have caused or may cause failures, interruptions, errors or defects in the Platform.

## H. CONDITIONS OF USE OF THE PLATFORM

The Platform shall only be accessible by the **Customer** to whom the **Supplier** has assigned a license and provided a password and access user id.

The **Customer** may only use the Platform in accordance with the purposes provided for in the Agreement.

The **Client** shall be liable for any damages that the **Provider** and other clients of the **Provider** or third parties may suffer as a result of the **Client's** failure to comply with any obligations assumed in relation to the content hosted on the Platform, and shall hold the **Provider** harmless against any claim that may be brought against it in this regard, accepting to pay the amounts that the **Provider** may be obliged to pay for any reason whatsoever,

In order to verify the **Customer's** compliance with the provisions of these Terms and Conditions and to ensure the safety and proper use of the Platform, and in order to ensure better performance or adjustment of certain elements of the Platform, the **Provider** reserves the right to monitor the **Customer's** use of the Platform.

The **Client** is solely responsible for the content included in its environment when using the platform, as well as for the activity that occurs on the platform, the users authorized to use it and all databases stored therein.

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The **Customer** agrees to keep his/her passwords secret and agrees to immediately notify the **Supplier** of any unauthorized use of his/her associated account.

The **Client** undertakes to meet the payments under the conditions agreed with the **Supplier** and understands and agrees that, in the event of non-payment, the **Supplier** may optionally temporarily cancel its access to the Platform until the situation is regularized, maintaining its private environment on the Platform. If after the process of regularization of the non-payment the situation is not remedied by payment and/or agreement of any debt incurred, the **Supplier** is entitled to terminate the contractual relationship between the two, being applicable the provisions of the section on Termination of these General Conditions.

## I. CUSTOMER OBLIGATIONS

The **Client** shall comply with all the terms and conditions of these general conditions in the exercise of its professional activity, and shall also act in accordance with the law and in good faith.

They are also obligations of the **Client**:

- a. Comply scrupulously with all the requirements established in the technical conditions.
- b. To pay the price agreed in the contract, in accordance with what is indicated in the section corresponding to Price and Payment.
- c. Responsible for the legality of the contents incorporated by the **Client** on the Platform, refraining from inserting any text, images, sounds or obscene, racist, xenophobic, violent, defamatory or other messages that in any way involve an injury to any legal property worthy of legal protection, in particular, intellectual property rights. The **Customer** shall be responsible for the content, for all personal data and relations with third parties, for the information he transmits and stores, for the claims of third parties and for the legal actions that may be triggered with regard to intellectual property, personality rights and the protection of minors. The **Customer** is responsible for respecting the laws and regulations in force and the rules concerning the operation of the service, protection of personal data, information society services, copyright, maintenance of public order, as well as universal principles of Internet use.
- d. To keep the e-mail address provided in the contracting document for communications with the **Supplier** operative, active and updated, as it is the **Supplier's** preferred means of communication for the smooth and agile management of the contracted service. If the **Client** changes the e-mail address for contact, he/she must inform the Supplier immediately. The **Supplier** disclaims all liability for the consequences arising from the lack of operability of the e-mail address provided by the **Customer**, due to its outdatedness or misinformation of the **Customer** due to his own negligence.
- e. Indemnify the **Supplier** for the expenses that the latter may have to charge it for any cause for which the **Client** is responsible, including the fees and expenses of the **Supplier's** lawyers, even in the event of a non-final court decision.

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- f. **The Client** is prohibited from accessing, modifying, viewing the configuration, structure and files of the **Provider's** servers and platform. Any problem that may occur in the **Provider's** servers, platform and/or security systems as a direct consequence of a negligent action of the **Client**, the Client shall be liable for the civil and criminal liability that may correspond to him/her.

#### J. ENTRY INTO FORCE, DURATION AND EXTENSION

The contractual regulation regulated in these General Terms and Conditions shall be effective from the moment the **Supplier** has received the **Customer's** acceptance of the General Terms and Conditions and the contract document, as well as the confirmation of payment.

This contract has a monthly term starting from the date of commencement of the contract. On the expiration date, the contract will be extended for an equal period if the **Customer** has not notified in writing, at least one week prior to the end of the monthly period, its intention not to extend it.

The provisions of the preceding paragraph shall apply to the first and subsequent extensions of the contract.

In any case, if the **Client** requests the termination of this contract before the expiration date or, as the case may be, of its extensions, the **Client** is obliged to remove its information from the **Provider's** servers. Three calendar days after the expiration date of this contract or its extensions, the **Provider** shall irrevocably delete all data contained in the license granted to the **Customer** in execution of this contract. Should the **Customer** require more time for the removal of the content, he/she must request it in writing to the **Supplier**.

The deletion of the data referred to in the preceding paragraph entails their destruction or definitive rendering unusable. In the event that such deletion may cause any damage to third parties, the **Customer** undertakes to indemnify the **Supplier** against any action that a third party may attempt for this reason.

The **Client** understands and accepts that the **Supplier** will destroy all the information contained in the environment provided once the contractual relationship between them is terminated. A digital copy of the data entered by the **Client** on the Platform will be made available to the Client by means of a remote digital system, which can be accessed upon request and which will be kept available by the **Supplier**, except in cases of force majeure, for a period of 2 months. After this period, the copy may be completely deleted.

#### K. FORCE MAJEURE

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In the event of a breach due to Force Majeure, neither party shall be liable for the non-performance of its obligations under the contract and, therefore, there shall be no right to compensation.

If the suspension for this circumstance exceeds 1 month, this contract may be terminated at the request of either party.

Force majeure shall be understood to mean, among others, fires, floods, strikes, labor disputes or other social disorders, shortage or unavailability of electric power, unavailability or abnormal operation of communications networks, accidents, wars (declared or undeclared), trade embargoes, blockades, riots or insurrections.

#### L. NATURE

All obligations assumed by the **Supplier** under this contract are of activity or service, not of result. Such obligations do not commit or guarantee the achievement of a specific objective, work or result, except in those cases in which the parties expressly and strictly so agree.

#### M. SERVICE OUTAGES

In some cases, access may be denied by the **Provider** or the outsourced server hosting company in order to make some kind of adjustment. Such adjustments, in which access will be temporarily cut off, will be carried out at times that do not coincide with the busiest times of the day, with a commitment to back up the information, and giving the **Client** prior notice of the cut off, as well as the approximate duration of the cut off.

#### N. MODIFICATIONS, ADAPTATIONS OR NEW VERSIONS OF THE PLATFORM

The **Supplier** reserves the right to modify, adapt or update, at any time and in any way, the characteristics and conditions of the Platform, always for the development and benefit of the same. To do so, it shall not comply with any formality other than to inform the **Client** with prior notice and to carry out such modifications or updates to the clauses of the contract and send it by e-mail.

If, as a result of the constant development of the **Supplier**, or due to technical and technological advances, changes are made to the **Supplier's** service, the Supplier shall proceed, if it deems it appropriate, to make the necessary modifications to adapt to such advances.

In both cases, the **Supplier** will previously communicate to the **Client** the information about the changes that may affect him/her. The **Client**, once the modification/adaptation/update has been communicated by the **Supplier**, shall have a period of 7 days from the receipt of such communication to terminate the contract if he/she does not agree with the new circumstances. Once this period has elapsed without any

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communication to the contrary from the **Client**, it shall be understood that he/she accepts the new conditions.

The **Supplier**, acting diligently and in good faith, shall proceed to make these modifications provided that they benefit not only the development of new technologies, but also the operation of the company and even the service offered in this contract in a way that does not harm the customers as a whole.

Under no circumstances may the **Client** claim from the **Supplier** any compensation for damages that may arise from a malfunction of the Platform as a result of the Client's failure to accept the aforementioned updates.

#### 4. PRICE AND PAYMENT

During the term of this contract, the **Customer** shall pay the **Supplier** the amount stipulated in the chosen subscription, on a monthly or annual basis, payable by months or years in advance, with no minimum permanence.

The prices correspond to the monthly payment of the plan chosen on the **Provider's** website according to its specifications in relation to the number of pixels and number of events contracted.

Payments shall be made through Stripe, an online payment method, which shall be made by the **Customer through the** payment platform provided by the **Supplier** on the **Supplier's** website.

Once the payment has been verified, the **Supplier** will send the **Customer** an e-mail confirmation of the contract.

For each bank return that occurs for reasons attributable to the **Customer**, the **Supplier** will charge an additional fee of 5 €.

The amount of the prices stipulated by the **Supplier** in the contract may be subject to revision by the Supplier. If the **Supplier** makes an upward change in the prices of the service covered by this contract, the **Customer** shall be notified of such change before being affected by the variation in the next invoice issued to him, so that if he does not agree to accept such change, he may exercise the right to terminate this contract without having to pay any additional amount to the **Supplier** as long as he maintains his fee paid. At the end of the advance payment period, the contract will be terminated and, therefore, your service will be cancelled if you continue not to accept the new price.

The **Provider** reserves the right, upon prior written or e-mail communication to the **Client**, to temporarily suspend the service provided in the event of any incident in the payment of the service. If the **Customer** does not proceed with the payment after 15 days following the temporary suspension, this contract will be

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terminated, causing the definitive cancellation of the service due to breach of contract by the Customer. In such a case, the **Client** shall have the right to request a copy of the contents hosted on the **Provider's Platform at the time of** suspension of the service. This right must be exercised within 30 days of the suspension of the service. Once this period of time has elapsed, the **Provider** shall proceed to delete all content (files hosted on the servers, databases, etc.). If the **Customer**, whose services and resources have been terminated, wishes to reactivate their services, based on the backup copy stored by the **Provider** during the 30 days following the termination of the service, they will have to pay 15 euros, as a reactivation fee. All of the above without prejudice to the accrual of default interest referred to in stipulation eight.

## 5. RESPONSIBILITY

- a. It will be the **Client** who uploads the information to be hosted on the platform. Therefore, the Client, who is the owner of the information, shall be the only one criminally or civilly liable for the same. Under no circumstances shall the **Provider** accept liability for loss of data, business interruption or any other damage caused by the operation of the platform or by its failure to meet the **Client's** expectations.
- b. The **Supplier** shall not be liable for the information stored at the request of the **Client**, provided that it has no actual knowledge that the activity or information is unlawful or injurious to property or rights of a third party liable for compensation, and, in the event that it has actual knowledge, the **Supplier** shall be obliged to act diligently by removing the data or preventing access to them, when a competent body has declared the unlawfulness of the data, ordered their removal, or that access to them is prevented, or the existence of the injury has been declared, and the **Provider** is aware of the corresponding resolution or other means of effective knowledge that may be established. In accordance with the foregoing, the **Provider** may access such content freely with the devices it deems appropriate to verify the nature of the content.
- c. Regarding the availability of the service, the **Provider** shall not be held responsible for any situations that may be caused by the **Customer's** connection to the network, hardware and software used by the Customer, incorrect use by the **Customer** or any other issues that do not depend on the **Provider**.
- d. The **Customer** shall be liable to the **Supplier** and to third parties for any inconvenience, damage or harm that the hosted data may cause for any reason whatsoever. The **Supplier shall** also not be liable for contamination by viruses or third party intrusions into the **Customer's** equipment, the protection of which is the Customer's responsibility.
- e. The liability of the **Supplier** in connection with the obligations subject to these Conditions shall be subject to the following limitations:

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- i. The liability of the **Supplier** for the concepts derived from the license to use the platform may not exceed in any case the amount equivalent to the price agreed in these Conditions, being in case of installment payment methods the lesser amount between the equivalent of the price of one year and the sum of the payments duly paid for the service from the initial date of contracting, excluding in all cases taxes and possible surcharges and additional costs other than the agreed price. Under no circumstances may the **Client** claim from the Supplier any compensation for damages that may be qualified as consequential damages, loss of profits, loss of business, loss of business reputation or claims of third parties against the **Client**, or for any similar damages.
- ii. With regard to non-compliances produced in the performance of functions or services by the companies subcontracted by the **Supplier**, the total liability of the **Supplier** shall not exceed, as a whole, the total amount that the **Supplier**, in accordance with the contracts it has signed in each case, may obtain, for the non-compliance in question, from the subcontracted third party responsible for the provision of the service affected by the non-compliance.

## 6. RESOLUTION

In addition to the general causes of termination of contracts provided for in the legal system, the parties agree to attribute the following causes of termination of this contract:

- a. Mutual agreement of the parties.
- b. When the **Customer**, at the beginning of the contract, and even during the trial period, withdraws from the Contract.
- c. Failure, even partial, for any reason whatsoever, to comply with any of the **Customer's** obligations. In such cases, the **Supplier** reserves the right to terminate this contract in advance and, therefore, to divest the **Customer** of the contracted service without prior notice and without the **Customer being** entitled to any compensation or refund of any amount.
- d. The **Customer** causing any inconvenience, damage or harm to the **Supplier**, its customers or employees as a consequence of the execution of this contract.
- e. The expiration of the contractually fixed term or that of the extension.
- f. Non-payment by the **Client**.
- g. In general, any defective performance or non-performance, partial or total, of the obligations deriving from this contract or its Annexes for the **Customer**.

In the event of termination or rescission of the contract, for the aforementioned reasons or any others permitted by law, the **Customer** shall comply with the obligations assumed prior to the termination of the contract vis-à-vis the **Supplier** and third parties.

For any of these causes of termination to be fully effective, it shall be sufficient for the **Supplier** to notify the **Client** in writing, without prejudice to the provisions of the eighth and ninth stipulations.

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## 7. MORATORIUM INTEREST

In the event that the **Customer** fails to comply with the obligation to pay the price stipulated in the fourth stipulation or is late in the payment of any liquid amount to which it is obliged by virtue of the performance of this contract or, most especially, of its termination, it shall be automatically in default, from the same day on which it fails to comply with its obligation, without the need for any requirement on the part of the **Supplier**.

In such cases, the sums owed and not paid by the **Client** shall accrue default interest which shall be calculated daily by applying to the principal of the debt the legal interest rate in force at any time, increased by four points.

Default interest due and not paid shall in turn accrue interest by agreement of the parties, without the need for notice, as from ninety days after its accrual, generating in turn default interest at the rate provided for in the preceding paragraph.

## 8. CONFIDENTIALITY

Any information or documentation that either party provides to the other in the development and execution of this contract shall be considered confidential and exclusive to the party providing it and may not be communicated to third parties without its consent. Likewise, the parties agree to give the character of confidentiality to this contract, not being able to reveal to third parties any of the points that integrate its content without the express consent of both parties. This confidentiality obligation persists until one year after the termination of this contract. Neither party shall acquire any rights to any confidential information or other proprietary rights of the other party as a result of this contract.

## 9. PERSONAL DATA PROTECTION POLICY

- a. The **Supplier** informs you that the purpose of the collection and processing of personal data is the maintenance, development, control and execution of the contractual relationship that, within the framework of the provision of the services identified in the object of the contract, is maintained with the **Supplier**. This treatment will be carried out exclusively for the execution of the contract and the data will be kept for the duration of the relationship with the Client and, once the contract has ended, for the legal period required for as long as responsibilities may arise on the part of the Parties. The data will not be communicated to third parties, except by legal obligation, judicial requirement or to those entities that are necessary for the sole purpose of fulfilling the above purpose.
- b. The **Provider** has implemented all the necessary technical and organizational measures to ensure the security, integrity, confidentiality and resilience of the same in accordance with the provisions of the Organic Law 3/2018 of December 5, 2018, on the Protection of Personal Data and Guarantee of Digital

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Rights (hereinafter LOPDGDD) and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter RGPD).

- c. The **Client** may exercise the rights of access, rectification, deletion and portability of their data and those of limitation or opposition to processing by contacting **ADSMURAI S.L** , with address at HQ Passeig de Gràcia, 60 3º & 4º, 08007, Barcelona, or by sending an email to [privacy@adsmurai.com](mailto:privacy@adsmurai.com). If you consider that the processing of personal data does not comply with the regulations in force, you have the right to file a complaint with the Supervisory Authority ([www.aepd.es](http://www.aepd.es)).
- d. The contact details of the Data Protection Delegate, whom you may contact to exercise your rights or request information about the processing of your data are as follows: [privacy@adsmurai.com](mailto:privacy@adsmurai.com).
- e. In cases where the **Client** includes information with personal data on the platform, according to Article 28 RGPD, the **Supplier** acts as Data Processor and, therefore, undertakes to process the data according to the Client's instructions, not to apply them or use them for purposes other than the provision of the contracted service, nor to communicate them to third parties, even for their conservation, unless expressly requested by the **Client**. The appropriate Data Processor Agreement between the **Supplier** and the **Client** (Data Controller) is signed as attached in ANNEX 3. Data Processor Agreement. Any indication, on the part of the Data Controller, regarding the implementation of special security measures on the server will require contacting the **Supplier** in order to regulate the new conditions if necessary, not being, therefore, subject to this contract.
- f. The **Supplier** is not responsible for the **Client's** failure to comply with the LOPDGDD or RGPD in the part that corresponds to its activity and that is related to the execution of this contract. Therefore, each of the parties shall not be liable for the failure of the other party to comply with these rules.
- g. The **Client** declares that all the information provided by him/her is true and correct and undertakes to keep it true, communicating it to the **Supplier**. The **Customer** shall be responsible for the veracity of his data and shall be solely liable for any disputes or litigation that may arise as a result of the falsity of such data.
- h. The **Client** expressly consents that the **Supplier** may subcontract the companies that may be necessary to provide certain services to the Supplier for the provision of its service. In all cases, a processor contract will be signed between the Supplier and the subcontracted company.
- i. For more information about our privacy policy, please visit <https://www.adsmurai.com/en/privacy>.

## 10. NULLITY

If any provision of this Agreement is declared null and void, in whole or in part, by any court or competent authority, the remaining provisions shall remain in full force and effect, unless the parties in their discretion decide to terminate this Agreement.

## 11. APPLICABLE LAW AND COMPETENT COURTS

In all matters not provided for in this contract, as well as in the interpretation and resolution of disputes that may arise between the parties as a result of this contract, Spanish law shall apply.

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If any conflict or difference should arise between the parties in the interpretation and execution of this contract, and it is not resolved by mutual agreement, the parties shall submit to the jurisdiction and competence of the Courts and Tribunals of Barcelona, expressly waiving their own jurisdiction in cases where the procedural rules allow it, if any other.

## ANNEX 1: GENERIC USER'S MANUAL

Video of use of the platform: [https://www.youtube.com/watch?v=mwgh3Z\\_PUsc](https://www.youtube.com/watch?v=mwgh3Z_PUsc)

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## ANNEX 2: SUPPLIER SECURITY SYSTEM:

### PHYSICAL LEVEL:

- o Facilities:
  - Conditioned room for Servers
  - Access floor
  - UPS units
  - Fuel generator sets
  - Air conditioning systems.
- o Access control
- o Fire detection and suppression system
- o 24-hour surveillance
- o 24/7 system monitoring
- o The datacenters are equipped with the best conditions to locate systems connected to the Internet and for Hosting solutions.
- o The central datacenter is managed by telecommunications and systems engineering personnel who ensure the correct operation of all services.
- o In addition, and given our strict quality policy, all systems are supervised by daily and weekly maintenance tasks that allow us to have the systems always available.

### LOGICAL LEVEL:

- o Firewall
- o Backup copies

### MECHANISM FOR INCIDENT MANAGEMENT:

- o Backup procedure (of HTML data, databases, logs, scripts, etc.): Backups are made in encrypted form of all project data (files, databases and infrastructure configurations) with the following characteristics:
  - ✓ Encrypted copies on the target backup servers.
  - ✓ Copies with duplication system.

These measures strictly comply with current data protection regulations.

The possibility of restoration is included in the maintenance fee and can be carried out by the **Supplier**, whenever requested by the **Customer**.

- o attacks against the system
- o performing tests
- o contingency and recovery plans
- o Hierarchization of incidents

All registered incidents are assigned a Priority rank: "Low", "High" and "Urgent" depending on the severity of the incident. **These ranks refer to the response time, not to the incident resolution time.** This priority

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may be modified once it has been evaluated by our technical team. Incidents or requests for free trials of our plans are excluded.

- ✓ **Low Priority:** The maximum response time is **15 days**.
  - General questions of use and operation of a given service.
  - The service is available, but presents problems with little impact.
  - Suggestions for improvement.
- ✓ **High Priority:** The maximum response time is **48 hours**.
  - Installation of components or special configuration of services.
  - The cause of a problem that has previously been given a stable or temporary resolution continues to be investigated.
  - The incident is recorded in a test or pre-production environment that does not affect the overall service.
  - Loss of non-critical functionalities that do not affect the normal operation of the service.
  - The issue does not affect all users, only a certain group.
  - Incidence is intermittent or does not occur easily.

The customer will have to be reachable (email, mobile) and be aware of the notifications in order to have an agile communication. If within 1 hour there is no response from the customer, the priority may change to Low.

- ✓ **Urgent Priority.** The maximum response time is **immediate**.
  - Degradation of essential services that affect a significant number of users (web, mail, DNS, DB, backup, etc.).
  - Degradation of the operation of a server, affecting a large number of users.
  - Restoration of backups and backups not accessible to the client on a standalone basis.
  - An important service (web, mail, DNS, DB, backup, etc.) does not work and affects a significant number of users.
  - A server in production is down, does not start or hangs constantly and harms a significant number of users.
  - Connectivity is not working or is severely degraded, affecting a significant number of users.
  - Loss of information or corrupted information that harms a significant number of users.

The customer will have to be reachable (email, mobile) and be aware of the notifications in order to have an agile communication. If within 30 minutes there is no response from the customer the priority may change to High.

## NEXUS 3: PROCESSOR CONTRACT

### MEETING

On the one hand, the **Customer** identified at the beginning of the contract, hereinafter referred to as the **LIABLE**  
On the other hand, **the Supplier**, hereinafter referred to as the **PRINCIPAL**,

### EXHIBIT

That both parties recognize each other as having the necessary legal capacity to contract and enter into this contract, in accordance with Article 28 of Regulation (EU) 2016/679 of 27 April 2016 of the European Parliament and of the Council on the Protection of Individuals with regard to the processing of their personal data and on the free movement of such data.

2. That the RESPONSIBLE has contracted the services of the CARETAKER detailed below.
3. That the provision of the services will be carried out by remote connection. For the performance of the service, the TREATMENT CONTROLLER, if necessary, may incorporate data from the data controller in its systems.
4. Both parties agree to accept this Agreement in accordance with the following:

### CLAUSES

#### 1. Purpose of the processing order

By means of the present clauses, the **Supplier**, the data processor, is authorized to process, on behalf of the Data Controller, the personal data necessary to provide the service(s) detailed in stipulation 3.

The authorized processing operations shall be those strictly necessary to achieve the purpose of the assignment including, if necessary, the collection, recording, structuring, modification, storage, retrieval, retrieval, consultation, communication by transmission, dissemination, interlinking, collation, restriction, erasure and destruction of data.

#### Identification of the affected information

For the execution of the services derived from the fulfillment of the object of this assignment, the controller may make available to the processor the following information: See **APPENDIX 3.1: CATEGORIES OF DATA**.

#### 3. Duration

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This contract has a duration of one year from the date of commencement of the contract. On the day of its expiration, the contract will be extended for an equal period if the Client has not notified in writing, at least one week before the end of the annual period, of its desire not to extend it. Upon termination of this contract, the data processor must return the personal data to the data controller or transfer it to another data processor designated by the data controller, and delete any copies in its possession. However, it may keep the data blocked in order to meet possible administrative or jurisdictional responsibilities.

#### 4. Obligations of the data processor

The data processor and all its personnel are obliged to:

- a. Use the personal data being processed, or those collected for inclusion, only for the purpose of this order. Under no circumstances may you use the data for your own purposes.
- b. Process the data in accordance with the controller's instructions. If the processor considers that any of the instructions violate the GDPR or any other Union or Member State data protection provisions, the processor shall immediately inform the controller.
- c. Keep, in writing, a **record** of all categories of **processing activities carried out on behalf of the controller**.
- d. Not to communicate the data to third parties, except with the express authorization of the data controller, in the legally admissible cases.

The processor may communicate the data to other processors of the same controller, in accordance with the instructions of the controller. In this case, the data controller shall identify, in advance and in writing, the entity to which the data are to be communicated, the data to be communicated and the security measures to be applied to proceed with the communication.

If the processor is required to transfer personal data to a third country or an international organization under Union or Member State law applicable to it, it shall inform the controller of that legal requirement in advance, unless such law prohibits it for important reasons of public interest.

- e. None of the services forming part of the object of this contract involving the processing of personal data may be subcontracted, except for auxiliary services necessary for the normal operation of the services of the person in charge. If it is necessary to subcontract any processing, this fact must be previously communicated in writing to the person in charge, one month in advance, indicating the processing to be subcontracted and clearly and unequivocally identifying the subcontracting company and its contact details. The subcontracting may be carried out if the data controller does not express his opposition within the established term.

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The subcontractor, who will also have the status of data processor, is also obliged to comply with the obligations established in this document for the data processor and the instructions issued by the data controller. It is up to the initial processor to regulate the new relationship in such a way that the new processor is subject to the same conditions (instructions, obligations, security measures...) and with the same formal requirements as him/her, as regards the proper processing of personal data and the guarantee of the rights of the data subjects. In the event of non-compliance by the sub-processor, the initial processor shall remain fully liable to the controller for the fulfillment of the obligations.

- f. Maintain the duty of secrecy with respect to the personal data to which it has had access by virtue of the present assignment, even after the end of its object.
- g. Ensure that the persons authorized to process personal data undertake, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which they must be duly informed.
- h. Keep at the disposal of the person in charge the documentation accrediting compliance with the obligation established in the previous section.
- i. Ensure the necessary training in personal data protection for persons authorized to process personal data.
- j. When the data subjects exercise their rights of access, rectification, erasure and objection, limitation of processing, data portability and the right not to be subject to automated individualized decisions before the data processor, the latter must communicate this by e-mail to the address indicated by the data controller. The communication must be made immediately and in no case later than the working day following receipt of the request, together, where appropriate, with other information that may be relevant to resolve the request.
- k. In the event that the Data Processor is responsible for collecting data directly from data subjects in performance of the services, the Data Processor shall comply with the obligations arising from the data subjects' right to information at the time of collection of such data.
- l. The data processor shall notify the data controller, without undue delay, and in any case within a maximum period of 48 hours, and through the corresponding e-mail, of any breach of security of the personal data under its responsibility of which it becomes aware, together with all relevant information for the documentation and communication of the incident.

Notification shall not be required when such a breach of security is unlikely to constitute a risk to the rights and freedoms of natural persons. If and to the extent that it is not possible to provide the information simultaneously, the information shall be provided gradually without undue delay.

It is the responsibility of the processor, at the request of the controller, to communicate data security breaches to the Data Protection Authority and, if applicable, to the data subjects. If and to the extent that it is not possible to provide the information simultaneously, the information shall be provided gradually without undue delay.

- m. Support the controller in conducting data protection impact assessments, where appropriate.
- n. Support the controller in carrying out prior consultations with the supervisory authority, where appropriate.
- o. Make available to the Controller all information necessary to demonstrate compliance with its obligations, as well as for the performance of audits or inspections carried out by the Controller or any other auditor authorized by the Controller. For the purpose of conducting the aforementioned audits, upon a minimum notice of five (5) calendar days by the Controller, the Processor shall provide the Controller's personnel, or external personnel designated by the Controller, with free access to:
  - Warehouses or facilities of the person in charge where he/she provides services
  - Documentation related to the services, regardless of the format or support in which it is found. This documentation must be up to date and accurate.
  - Persons who are involved in any way in the provision of the services.

The result of these audits will give rise to the application by the person in charge of corrective actions to solve the identified nonconformities, as well as the implementation of improvement plans as appropriate.

- p. Implement the necessary technical and organizational security measures to ensure the security of the data processed. In any case, it shall implement mechanisms to:
  1. Ensure the ongoing confidentiality, integrity, availability and resilience of treatment systems and services.
  2. Restore availability and access to personal data quickly in the event of a physical or technical incident.
  3. Verify, evaluate and assess, on a regular basis, the effectiveness of the technical and organizational measures implemented to ensure the security of the processing.
  4. Pseudonymize and encrypt personal data, if applicable.

**(SEE APPENDIX 3.2- SAFETY MEASURES)**

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- q. Designate a data protection officer and communicate his/her identity and contact details to the person in charge, if applicable.
- r. In the event of termination of the provision of the service, with respect to the data, the data processor shall destroy the data, once the service has been completed. The person in charge may keep a copy, with the data duly blocked, for as long as liabilities may arise from the performance of the service.

**5. Obligations of the Data Controller**

It is the responsibility of the data controller:

- a. Deliver to the person in charge the data referred to in clause 2 of this document.
- b. Conduct a personal data protection impact assessment of the processing operations to be carried out by the processor, if applicable.
- c. Carry out the appropriate prior consultations.
- d. Ensure, prior to and throughout the processing, compliance with the GDPR by the processor.
- e. Oversee treatment, including conducting inspections and audits.

**6. Liabilities and warranties:**

If the Data Processor or any of its subcontractors breaches this Agreement or the regulations, it shall be considered the Data Controller and shall assume the direct and indirect liabilities that may arise for the Data Controller due to the breach by the Data Processor.

Likewise, both parties agree that the breach of these obligations shall be cause for termination of this contract as the primary service provision contract; thus, the breach by the Data Processor, its dependents or those who intervene in the provision of the service on behalf or at the request of the Data Processor, shall entitle the Data Controller to terminate the same and shall give rise to the corresponding compensation for damages for breach of contractual obligations.

**7. Data of the intervening parties**

The personal data included in this Agreement and any other data exchanged between the Parties to enable the provision of the Services shall be processed by the other party for the purpose of enabling the development, fulfillment and control of the agreed service provision relationship, the basis of the processing being the fulfillment and execution of the Agreement, and the data shall be kept for as long as the Agreement subsists and

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even thereafter, until the eventual liabilities arising from it expire. The Parties undertake to provide the owners of the data provided with this information, as well as to inform them that they may write to the respective addresses indicated in the heading of this Agreement to exercise any of the data protection rights they are entitled to.

## **8. Applicable Legislation**

This Agreement shall be governed in accordance with Spanish and European legislation on data protection, as well as the resolutions and guidelines of the Spanish Data Protection Agency and other competent bodies on the subject.

Both parties expressly waive the jurisdiction that by law may correspond to them, submitting to the jurisdiction of the Courts and Tribunals of Barcelona, for the resolution of disputes arising from the interpretation or execution of this contract.

### ANNEX 3.1: DATA CATEGORIES

For the execution of the services derived from the fulfillment of the object of this assignment, the data controller makes the following information available to the data processor:

#### Basic data

First and last name

E-mail

Nationality

Address.

DNI/NIF

## ANNEX 3.2- SAFETY MEASURES

### INFORMATION OF GENERAL INTEREST

Article 5.1.f of the General Data Protection Regulation (GDPR) determines the need to establish adequate security safeguards against unauthorized or unlawful processing, accidental loss, destruction or damage of personal data. This implies the establishment of technical and organizational measures aimed at ensuring the integrity and confidentiality of personal data and the possibility (Article 5.2) to demonstrate that these measures have been implemented (proactive liability).

These are some of the minimum measures to be taken into account both at technical and organizational level to be implemented in the company. The data controller will add as many measures as it deems necessary, based on these minimums, to ensure the confidentiality and integrity of personal data.

All personnel with access to personal data shall be aware of their obligations in relation to the processing of personal data and shall be informed of these obligations through the channels established by the company (training, user manual, code of conduct, annexes to the contract, etc.).

CHECK THE CORRESPONDING BOX FOR EACH APPLIED MEASURE

**A) GENERAL MEASURES:**

Personal data protection policy document.

**B) MEASURES TO ENSURE THE CONFIDENTIALITY, INTEGRITY, AVAILABILITY AND RESILIENCE OF PROCESSING SYSTEMS AND SERVICES:**

User identification and authentication system.

HTTPS protocol on the web site (SSL certificate)

**C) MEASURES TO RESTORE AVAILABILITY AND ACCESS TO PERSONAL DATA QUICKLY IN THE EVENT OF A PHYSICAL OR TECHNICAL INCIDENT:**

Personal data backup and recovery management system.

**D) MEASURES FOR PSEUDONYMIZATION AND ENCRYPTION OF PERSONAL DATA**

File encryption **program**.

Technical and organizational measures for pseudonymization.

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