

IMPORTANT - PLEASE READ THESE TERMS CAREFULLY BEFORE CONFIRMING AN ORDER, PAYING THE FEES, INSTALLING, OR USING THE SOFTWARE. IF YOU DO NOT AGREE TO THE TERMS HEREIN, DO NOT CONFIRM AN ORDER AND DO NOT INSTALL, ACCESS OR USE THE SOFTWARE.

BY CONFIRMING AN ORDER, PAYING FOR OR INSTALLING OR ACCESSING THE SOFTWARE YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THIS AGREEMENT AND THAT YOU AGREE TO ITS TERMS. IF YOU HAVE CONFIRMED AN ORDER OR PAID THE LICENSE FEE ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT, AND THAT YOUR USE OF THE SOFTWARE ON BEHALF OF SUCH ENTITY IS GOVERNED BY ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS HEREIN, DO NOT CONFIRM OR PAY AND DO NOT INSTALL, ACCESS OR USE THE SOFTWARE.

MESTRELAB ONLY ACCEPTS ORDERS FOR SOFTWARE SUBSCRIPTIONS ON THE UNDERSTANDING THAT THE CUSTOMER SUBMITTING OR CONFIRMING THE ORDER HAS ACCEPTED THE TERMS OF THIS AGREEMENT AND THAT ANY ADDITIONAL OR CONFLICTING TERMS IN THE ORDER DO NOT APPLY UNLESS SEPARATELY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF MESTRELAB.

Mestrelab Research SL

MnovaWeb SaaS Account Agreement

This MnovaWeb SaaS Account Agreement governs the sale and purchase, and the use of subscriptions for the use of proprietary Software offered by MESTRELAB RESEARCH, S.L, (“Mestrelab or We/Us/Our”) a company duly incorporated under the laws of Spain and holder of fiscal identification number B15964521.

This agreement together with the “Order” (defined below) is a binding agreement between Subscriber (“You/Your”) and Mestrelab (the “Agreement”). Any additional or conflicting terms in Your request for proposal, or any other written or oral communication are not binding unless separately signed by Mestrelab.

1 Definitions. The below capitalized terms have the meanings set forth below or in the referenced provision. Other capitalized terms used herein are defined as they arise in this Agreement.

1.1 “Documentation” means

1.2 “Quote” means a written quote from Mestrelab specifying the SaaS Software modules that Subscriber may subscribe to and the corresponding Subscription Fees for a subscription to such SaaS Software modules payable to Mestrelab.

1.3 “Authorized Number of Users” means the number of Registered Users that Subscriber will be entitled to register pursuant to a purchase order issued or payment made in response to an applicable Quote. The Authorized number of Users will be equal to the number of purchased licenses plus a fifty percent (50%). Regardless the Authorized Number of Users, only as many users as the number of licenses under the subscription shall be allowed to be active and operate concurrently, according to section 5.1.

1.4 “Documentation” means the user documentation provided to Subscriber with respect to the use of the SaaS Software, including the online application help accessible from the SaaS Software, as updated from time to time by Mestrelab.

1.5 “Effective Date” is the date on which Subscriber pays the correspondent fee for the Subscription.

- 1.6 “Appointed user” means any user invited to access MnovaWeb by the Manager User, according to the terms and conditions set forth herein.
- 1.7 “Manager user” means the individual user appointed by a corporate Customer when registering in the application. This user will be allowed to manage all the Customer corporate information, including subscriptions’ purchases and cancellations, as well as invitations.
- 1.8 “Order” means the order submitted by or on behalf of the Subscriber to purchase a license or the request of a trial for the Software, or the receipt of a trial version of the Software in the terms accepted by Mestrelab (by issuing an invoice or any other means of valid acceptance) and/or (ii) the quotation, issued by Mestrelab, and countersigned by the Subscriber (e-signature permitted) and returned to Mestrelab (email permitted) no later than the term established in the quotation.
- 1.9 “Registered User” means an individual (natural person), whether employee, consultant, contractor or other, of Subscriber who has been authorized by Subscriber to access the SaaS Software on behalf of Subscriber and who has been provided a unique user name and password for use when accessing such SaaS Services. Registered users may be Appointed users or Manager users.
- 1.10 “SaaS Software” means the modules of Mestrelab’s proprietary Mnova web software solutions which Subscriber has purchased a Subscription to pursuant to a purchase order in response to a valid Quote.
- 1.11 “Subscriber” means the individual or the entity identified in the Order as the purchaser of the subscription, or its authorized users.
- 1.12 “Subscriber Content” means all text, data, graphics, pictures, or other content that Subscriber, or its Registered Users post or upload into the SaaS Software. As set forth in this Agreement, Subscriber Content is the Confidential Information of Subscriber.
- 1.13 “Subscription” has the meaning set forth in Section 2.1 below.
- 1.14 “Subscription Fees” has the meaning set forth in Section 4.
- 1.15 “Term”, “Initial Term”, and “Renewal Term” each have the meaning set forth in Section 3.1.

2 Grant of Subscription License; Subscription Restrictions.

2.1 SaaS License and Subscription. Subject to the terms and conditions in this Agreement and as specified in the Quote, Mestrelab grants to Subscriber, and Subscriber accepts, a nonexclusive, nontransferable license (the “Subscription”), without the right to sublicense, for Registered Users of Subscriber to remotely access and interface with, via the Internet, an executing instance of the SaaS Software that is operating on and from a Mestrelab Server, through the Registered Users’ use of supported and properly configured web browsers, in the manner described in the SaaS Software Documentation (collectively, the “SaaS Services”), solely for Subscriber’s benefit. Subscriber acknowledges that while the SaaS Services entitle Subscriber to remotely access the SaaS Software that is hosted and operated on Mestrelab’s Server, Subscriber is not entitled or permitted to download or otherwise obtain a copy of the SaaS Software. Mestrelab and/or its subcontractors shall provide such SaaS Services 24 hours, seven days a week, provided, however, that from time to time, Mestrelab or its subcontractors may perform scheduled or unscheduled maintenance as may be necessary to maintain the proper operation of the SaaS Software, and access to such SaaS Software by Subscriber may be impaired or interrupted while such maintenance is being performed. Mestrelab may conduct scheduled maintenance between the hours of 8 a.m. and 10 a.m. CET, or such similar time period as Mestrelab may from time to time substitute by providing notice to Subscriber (including, but not limited to, by sending an email to Subscriber, or to all subscribers).

2.2 Registered Users. Using the functionality of the SaaS Software and the administrative account tool

provided therein, the Managing User may register with the SaaS Software Registered users. Each Registered User shall login to the SaaS Software using the unique login and password associated with such Registered User. Subscriber shall not permit any other person to use a Registered User's login and password to login and access the SaaS Software (other than the Registered User associated with such login and password). As further described in Sections 4.4 and 5.2, if the aggregate number users, considering Managing User and Appointed Users of Subscriber exceeds the then current Authorized Number of Users, then Subscriber shall pay Mestrelab for the purchase of additional licenses allowing the excess additional Registered Users to be appointed, which shall correspondingly increase the Authorized Number of Users. Subscriber may replace an existing Registered User with a new Registered User without increasing the aggregate number of Registered User licenses, provided that the replaced Registered User is discontinued to access the SaaS Software after being replaced and further provided that such replaced Registered User may not in the future replace another Registered User and may only be restored as a Registered User through Subscriber's purchase of a new license for such Registered User as described in Section 4.4 and 5.2.

2.3 Subscriber Responsibilities and Obligations. Subscriber shall be solely responsible, at its sole cost and expense, for establishing, maintaining, and operating their connection to the Internet (the speed of which may have a significant impact on the responsiveness of the SaaS Service), including all access lines, all Internet service provider connection charges, and any long distance telephone charges. Subscriber shall be responsible for the actions and omissions of all its Registered Users of Subscriber with respect to their use of the SaaS Software and SaaS Services.

2.4 No Modification, Reverse Engineering, etc. Subscriber and/or its respective Registered Users shall not

- (a) copy, modify, or create derivative work of the SaaS Software or SaaS Services or
- (b) access, attempt to access, or otherwise interfere with the Mestrelab Servers, SaaS Software or SaaS Services (other than to access the functionality of the SaaS Software and SaaS Services in accordance with the terms of this Agreement).

2.5 Security. As part of the SaaS Services, Mestrelab (or its subcontractors as applicable) shall use good faith efforts to implement security measures (such as password protection and encryption) and maintain such other safeguards which are reasonably intended to prevent the destruction, loss, interception, or alteration of Subscriber Content by unauthorized persons and which are consistent with current commercial practices in the industry. The parties expressly recognize that, although Mestrelab shall take such reasonable steps, or cause such reasonable steps to be taken, to prevent security breaches, it is impossible to maintain flawless security. Subscriber and its Registered Users will not attempt to disable, modify or circumvent any security safeguard adopted by Mestrelab.

2.6 Training. Subscriber may engage Mestrelab to provide training pursuant to a separate written agreement.

2.7 Trial. Upon registration, subscriber shall have access to free of cost evaluation version of the SaaS Software for a period of ten (10) days. The use of the evaluation version is fully subject to the terms and conditions of this SaaS Account Agreement. After expiry of the trial period, Subscriber's access to the SaaS Software and SaaS Services is contingent upon Subscriber's payment to Mestrelab of the relevant subscription fees (the "Subscription Fees") as set up by Mestrelab. In case the relevant payment is not done, users may be able to log in into the Software, but will not be able nor allowed to use it.

2.8 Technical Support. Mestrelab shall provide reasonable technical support via email during its normal business hours. Technical support questions and requests should be addressed to support@mestrelab.com

3 Term and Termination.

3.1 Term. Subject to earlier termination as described in Section 3.2, and unless otherwise agreed in writing by the parties, this Agreement shall commence on the Effective Date and continue for one year (such one year period being referred to as the “Initial Term”). Thereafter, this Agreement shall automatically renew for successive renewal terms of one year each (each a “Renewal Term,” and, together with the Initial Term, the “Term”), unless either (a) Subscriber notifies Mestrelab of its desire not to renew at least thirty (30) days prior to the expiration of the then current Initial Term or Renewal Term or (b) Mestrelab notifies Subscriber of its desire not to renew at least thirty (30) days prior to the expiration of the Initial Term or Renewal Term then in effect.

3.2 Termination. This Agreement may be terminated prior to the expiration of its Term as follows:

- (a) By Subscriber for any or no reason upon ten (10) days’ written notice to Mestrelab, but Mestrelab shall not have any obligation to provide any refund, including for fees paid to Mestrelab in advance by Subscriber;
- (b) By Mestrelab, if Subscriber fails to pay any amount when due and does not amend such breach within ten (10) days of delivery of written notice;
- (c) By Mestrelab, if Subscriber has breached any provision of this Agreement and, if such breach is subject to amendment, such breach has remained unamended for at least thirty (30) days following notice thereof (and if not subject to amendment, then upon notice of the breach to Subscriber);

3.3 Effects of Termination.

- (a) Except as expressly provided herein, upon any expiration or termination of this Agreement, all rights, licenses and obligations of the parties shall immediately cease and terminate and Subscriber and its Registered Users shall cease to use and access the SaaS Services and SaaS Software. Subscriber shall pay Mestrelab in full any remaining unpaid amounts owed to Mestrelab relating to the Subscription.
- (b) Subject to Subscriber paying Mestrelab all unpaid amounts owed, Subscriber shall be entitled to obtain a copy of the Subscriber Content, at Mestrelab’s reasonable discretion, in hard copy or in electronic form. Subscriber shall contact Mestrelab and make arrangements to retrieve the Subscriber Content no later than sixty (30) days following termination of the Agreement. Mestrelab shall not be responsible for storing or maintaining any Subscriber Content not retrieved within three (3) months following termination of this Agreement. Any Subscriber Content created during the evaluation period not followed the purchase of a Subscription will be made available to Subscriber upon request during a period of fifteen (15) days after the evaluation has ended, at the maximum.
- (c) Notwithstanding the foregoing, the provisions of Sections 3.3, 4, 6, 8, 10 and 12.6 shall survive the termination of this Agreement in accordance with their terms.

4 Subscription Fees.

4.1 Trial. Subscriber may obtain a free of cost evaluation access to the SaaS Software for the period set up in 2.7- After expiry of the trial period, Subscriber’s access to the SaaS Software and SaaS Services is contingent upon Subscriber’s payment to Mestrelab of the relevant subscription fees (the “Subscription Fees”). If said payment does not take place prior or on the last day of the Trial, the subscription shall be automatically cancelled. Only one evaluation access shall be granted to the same Subscriber in period of five (5) years, unless expressly authorized otherwise by Mestrelab.

4.2 Initial Subscription Term. The Subscriber shall pay Mestrelab the Subscription Fee specified in the applicable Quote for the Initial Term for a subscription to access to the SaaS Software on or prior to the Effective Date (or, for SaaS Software modules subsequently added by Subscriber to its subscription, prior to

the start date specified in the applicable Quote).

4.3 Renewal Terms. Mestrelab will charge Subscriber at commencement of each Renewal Term for the then current Subscription Fees (which may be greater or less than the previous Term) for the upcoming Renewal Term. Unless Subscriber notifies Mestrelab in writing that it is cancelling its subscription prior to commencement of the Renewal Term, Subscriber shall be obligated to pay Mestrelab for the entire renewal Subscription Fee for any Renewal Term that has commenced, irrespective of the level of Subscriber's actual or expected use of the SaaS Software during such Renewal Term.

4.4 Additional Registered User Licenses. If Subscriber desires to add additional Registered Users in excess of the then current Authorized Number of Users, then Subscriber may purchase additional licenses as to be allowed to have Registered Users in excess of the then current Authorized Number of Users (and thereby increase the Authorized Number of Users accordingly) by paying Mestrelab the then current per License Subscription Fee (pro-rated for any partial Term based on when the additional Registered Users are registered) for each additional Registered User license. Mestrelab may from time to time during the Term audit the number of Registered Users and if Mestrelab discovers that the number of Registered Users exceeds the then Authorized Number of Users, then Mestrelab shall invoice Subscriber and Subscriber shall pay Mestrelab the applicable Subscription Fees for such additional Registered Users (pro-rated for any partial Term based on when the additional Registered Users were registered).

4.5 Payment Terms. All payments shall be made in local currency. Accepting a quote or placing a purchase order implies the full acceptance of the payment terms in this agreement or other express terms agreed directly with Mestrelab in writing.

4.6 Payment Means. Payments shall be processed, unless otherwise expressly agreed with Mestrelab in writing, using external payment platforms. Such platforms may require to accept their own Terms and Conditions to process the payment. Mestrelab shall under no circumstance, be responsible or liable for said T&Cs, for the correct or incorrect functioning of the payment platform and/or its consequences regarding the purchasing of a subscription.

5 Authorized Users And Geographic Conditions

5.1 The aggregate number of Authorized Users will not exceed the number of purchased licenses plus a fifty percent (50%). Regardless the Authorized Number of Users, only as many users as the number of licenses under the subscription shall be allowed to be active and operate concurrently, except as expressly agreed to in writing by the Subscriber and MESTRELAB and subject to payment of the then current per License fee (pro-rated for any partial Term based on when the additional Authorized Users are authorized). Payment of the additional fees will increase the total number of Authorized Users accordingly.

5.2 The Subscriber agrees to notify Mestrelab in writing as soon as it becomes aware of any unauthorized use of the Software by any person. In addition, MESTRELAB may verify, from time to time during the Term, the number of Authorized Users, and if the number of Authorized Users results to exceed the then total number of Users, MESTRELAB shall invoice the Subscriber and the Subscriber shall pay MESTRELAB the applicable License Fees for such additional Authorized Users (pro-rated for any partial Term based on when the additional Authorized Users were authorized). To that end, the Subscriber will cooperate with Mestrelab in providing the information and/or accesses requested

5.3 Use of concurrency licensing model: The geography and Site(s) where the concurrencies are used must be specified to and get the consent of Mestrelab. Permission of Use of concurrent licenses in specific time zones different by more than three (3) hours than the initial place of Use or purchase and permission for Using the concurrent licenses by Affiliates shall be granted by Mestrelab and an additional fee maybe requested.

5.4 You are responsible for ensuring that any usage by Authorized Users is in accordance with the terms and conditions of this Agreement, and therefore, You agree to inform each Authorized User of the relevant terms of this Agreement. You are responsible and liable for all uses of the Software and Documentation, and for all actions and failures to take required actions with respect to this Agreement, by Authorized Users or by any other person to whom You or an Authorized User may provide access to or use of the Software and/or Documentation (whether such access or use is permitted by or in violation of this Agreement).

6 Ownership, Intellectual Property Rights and Nondisclosure.

6.1 Mestrelab and its licensors are the sole owners of the SaaS Software and SaaS Services and of all copyright, trade secret, patent, trademark and other intellectual property rights therein and thereto. This Agreement does not provide Subscriber with any rights to the SaaS Software, the SaaS Services or any copies thereof except as expressly set forth herein. As between Subscriber and Mestrelab, Subscriber is the sole owner of the Subscriber Content and all intellectual property right therein and thereto, and this Agreement does not provide Mestrelab with any rights to the Subscriber Content except as expressly set forth herein.

6.2 Subscriber shall take all reasonable steps to ensure that no unauthorized persons have access to the SaaS Software or SaaS Services using logins and passwords issued to Subscriber or its Registered Users, and to ensure that no persons authorized to have such access shall take any action which would be in violation of this Agreement if taken by Subscriber. Subscriber shall promptly report to Mestrelab any actual or suspected violation of this Section 5, and shall take further steps as may reasonably be requested by Mestrelab to prevent or remedy any such violation.

6.3 Feedback. If Subscriber, directly or any of its authorized users, sends or transmits any communications or materials to Mestrelab by mail, email, telephone, or otherwise, suggesting or recommending changes to the Mestrelab IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Mestrelab shall be free to use such Feedback at its owns discretion. Subscribers hereby assigns Mestrelab on your own behalf, and on behalf of Your authorized users all rights, titles, and interest in, and Mestrelab is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Mestrelab is not required to use any Feedback.

6.4 Confidentiality Obligations.

(a) **Confidential Information.** From time to time, either party (the "Disclosing Party") may disclose or make available to the other party (the "Receiving Party"), whether orally or in physical or electronic form, confidential or proprietary information concerning the Disclosing Party and/or its business, products, customers, services, policyholders and/or claimants, including but not limited to information and/or documents concerning: (1) financial information, strategic business plans, policies and/or methods; (2) marketing, claims, sales, underwriting strategy, and decision making processes; (3) pricing and/or profit information; (4) lists of actual or prospective customers; (5) proprietary and/or confidential intellectual property; and (6) intellectual property of third parties licensed to the disclosing party (collectively, "Confidential Information") in connection with this Agreement. Each party agrees that during the Term and thereafter: (i) it will use Confidential Information belonging to the Disclosing Party solely for the purpose(s) of this Agreement; and (ii) it will take reasonable precautions, but no less than it would take to prevent the disclosure of its own similar Confidential Information, to ensure that it does not disclose Confidential Information belonging to the Disclosing Party to any third party (other than the Receiving Party's employees, contractors, and/or professional advisors on a need-to-know basis who are bound by obligations of nondisclosure and limited use at least as stringent as those contained herein)

without first obtaining the Disclosing Party's written consent. Upon request by the Disclosing Party, the Receiving Party will return all copies of any Confidential Information to the Disclosing Party. For Confidential Information that does not constitute trade secrets under applicable law, these confidentiality obligations will expire three (3) years after the termination or expiration of this Agreement, and for Confidential Information that constitutes trade secrets shall survive until such Confidential Information ceases to be a trade secret. The Receiving Party will be responsible for any breach of this Section by its employees, representatives, and agents. Non-public information regarding the SaaS Software and the SaaS Services (including but not limited to their performance, operation, and data formats) and the Documentation are the Confidential Information of Mestrelab. The terms of this Agreement are the Confidential Information of both parties, but may be disclosed by either party with its advisors and potential investors or acquirers who are subject to confidentiality obligations or to enforce its terms.

(b) **Subscriber Content.** Mestrelab acknowledges and agrees that the Subscriber Content is the Confidential Information of Subscriber (subject to Section 6.3(c)) and is therefore subject to the restrictions on disclosure and use set forth in Section 6.3(a) above. Notwithstanding the foregoing, Mestrelab may use Subscriber Content or other Subscriber Confidential Information to (i) provide the SaaS Services to Subscriber as contemplated herein, (ii) monitor Subscriber's and Registered Users' use of the SaaS Services for security purposes, (iii) enforce the terms of this Agreement, and (iv) to study usage of the SaaS Services, including to aggregate with other subscribers' usage data, in order to identify patterns of use and/or improve the SaaS Services and SaaS Software and to further develop other software applications offered by Mestrelab, including to train algorithms.

(c) **Exclusions.** For purposes hereof, "Confidential Information" will not include any information that the Receiving Party can establish by convincing written evidence: (i) was independently developed by the Receiving Party without use of or reference to any Confidential Information belonging to the Disclosing Party; (ii) was acquired by the Receiving Party from a third party having the legal right to furnish same to the Receiving Party; or (iii) was at the time in question (whether at disclosure or thereafter) generally known by or available to the public (through no fault of the Receiving Party).

(d) **Required Disclosures.** These confidentiality obligations will not restrict any disclosure required by order of a court or any government agency, provided that the Receiving Party gives prompt notice to the Disclosing Party of any such order and reasonably cooperates with the Disclosing Party at the Disclosing Party's request and expense to resist such order or to obtain a protective order.

(e) **Equitable Relief.** Because unauthorized access, use, disclosure or transfer of the Confidential Information or other intellectual property of either party in violation of this Section 5 will diminish substantially the value of such Confidential Information or other intellectual property and irreparably harm the owner of such Confidential Information or intellectual property, if either party breaches the provisions of this Section 5, the other party shall be entitled to seek equitable relief, including a restraining order, preliminary and permanent injunctive relief, specific performance and any other relief that may be available from any court, without providing a bond or other security, in addition to any other remedy to which such party may be entitled at law or in equity.

(f) **Data Privacy.** The Parties will comply with all applicable data privacy laws. Subscriber acknowledges that Mestrelab, to provide the services to Subscriber, may have access to limited personal information related to Registered Users. The Parties may need to enter into a Data Processing Agreement accordingly, which will be provided by Mestrelab.

7 User Data and Security

7.1 Infrastructure: it will operated by Amazon Web-Services, on which Mestrelab maintains an executing instance of the SaaS Software and the Subscriber Content, accessible by Subscriber via the SaaS Services.

7.2 Data Storage: Any data that you upload to our platform will be stored securely in Amazon Web

Services (AWS) S3. AWS S3 provides robust, scalable, and secure storage solutions to ensure the protection of your data. Our use of AWS S3 for data storage is governed by Amazon's terms of service and privacy policies. By using our Service, you also agree to Amazon's terms and policies as they pertain to data storage and security.

7.3 Data Protection: We implement industry-standard security measures to protect your data from unauthorized access, use, or disclosure. These measures include, but are not limited to, encryption of data at rest and in transit, access controls, and regular security audits.

7.4 Compliance: Our data storage practices comply with relevant data protection regulations and standards to ensure your data is handled with the utmost care and confidentiality.

7.5 User Responsibilities: While we take significant steps to safeguard your data, you are responsible for maintaining the confidentiality of your login credentials and for any activities that occur under your account. We recommend that you use strong, unique passwords and update them regularly.

7.6 Data Misuse: In the unlikely event of a data breach or misuse, we will promptly notify affected subscribers, and take appropriate actions to mitigate the impact and prevent further unauthorized access.

7.7 By uploading data to our platform, you acknowledge and agree to the terms in this section 6, regarding to the storage and protection of your data.

8 Limited Warranty; Limitations of Liability.

8.1 Mestrelab warrants to Subscriber that the SaaS Software shall perform substantially in accordance with the Documentation. Mestrelab's sole obligation, and Subscriber's sole remedy, with respect to any breach of this limited warranty of performance shall be for Mestrelab to correct such nonconformance or provide reasonable alternative functionality at Mestrelab's sole cost and expense.

8.2 Except as stated above, Mestrelab disclaims all other warranties, both express and implied, with respect to the SaaS Software and SaaS Services, including, but not limited to, all implied warranties of merchantability and fitness for a particular purpose (irrespective of any previous course of dealing between the parties or custom or usage of trade), non-infringement, or that the SaaS Software or SaaS Services will be uninterrupted or error free.

8.3 Mestrelab's liability for damages to Subscriber for any claims whatsoever, and for all claims in the aggregate, regardless of the form of any claim or action, shall not exceed the Subscription Fees paid under this agreement for the initial or renewal term in which the most recent claim arose.

8.4 Mestrelab shall in no event be liable for any indirect (including loss of profits), special, incidental, exemplary, punitive or consequential damages arising out of or in connection with the use or performance of the SaaS Software or SaaS Services, whether or not Mestrelab has been made aware of the possibility of such damages, including, but not limited to, any damages resulting from loss of data or content or lost profits.

8.5 Subscriber acknowledges and agrees that Mestrelab only grants the rights under this Agreement in reliance on limitations of liability and disclaimers of warranty set forth in Sections 8.2, 8.3 and 8.4 above and that these provisions are essential terms of this Agreement.

9 Third-Party Products

9.1 Definition. The Software may include software, content, data, or other materials, that are owned by persons other than Mestrelab, including open source software (OSS) components and other third party components ("Third-Party Components"), and that are provided to Us on license terms that are in addition to and/or different from those contained in this Agreement ("Third-Party Licenses").

9.2 Availability. A list of Third-Party Components included in the Software, if any, and the respective Third-Party Licenses can be made available at Your request, if not available in the Documentation, “read me” files, notice files, or other Software files. You must comply with all Third-Party Licenses. If You breach any Third-Party License, You will also be in breach of this Agreement.

9.3 Open Source Components:

9.4 In the event of conflicts between this Agreement and the license conditions applicable to open-source components, the open-source license conditions shall prevail with respect to the open-source portions of the Software. Therefore, to the extent the terms of the license conditions applicable to open-source components prohibit any of the restrictions in this Agreement, such restrictions will not apply to such open-source component.

9.5 Scripting and Automation. The Software may include scripting, macro language, a software development kit, an application programming interface, or other automation features that have been included by Us with the purpose of allowing a certain level of automation and integration with Third-Parties applications. The use of those tools is subject to the following restrictions: (i) they cannot be created to exceed the number of licenses or concurrencies acquired by You, (ii) they cannot be developed or used to replicate functionalities which have been made commercially available by Us in other software applications and (iii) they cannot be developed to allow the Software to be called by external applications and be used as a server (except if agreed to in writing by Us).

9.6 No warranty. Mestrelab disclaims any and all liability arising out of or relating to claims of infringement of third-party intellectual property rights to Third-Party Components.

10 **Indemnification.**

10.1 Mestrelab shall defend, indemnify, and hold harmless Subscriber and its officers, directors, employees, and shareholders from and against any and all any damages, penalties, judgments and reasonable related costs and expenses, including but not limited to reasonable legal fees and expenses, (“Damages”) arising out of any third party claim or allegation (a “Claim”) that Subscriber’s use or access of the SaaS Software or SaaS Services in accordance with the terms of this Agreement infringes the patent, copyright or other intellectual property right of any third party, except to the extent (a) due to any Subscriber Content or specific materials that Mestrelab uses or uploads into the SaaS Software or (b) such claim is based on Subscriber’s use of such the SaaS Services or the SaaS Software in combination with other services and products not supplied by Mestrelab and not required by the Documentation.

10.2 Subscriber shall defend, indemnify, and hold harmless Mestrelab, and its respective officers, directors, employees, and shareholders from and against any and all any Damages, including but not limited to reasonable legal fees and expenses, arising out of any third party Claim that any Subscriber Content posted or loaded into the SaaS Software or SaaS Services by Subscriber or Registered Users infringes the patent, copyright or other intellectual property right of any third party or violates any laws, including privacy laws.

10.3 If Subscriber or Mestrelab intends to claim indemnification hereunder (for itself or for another Indemnitee) with respect to any Damages arising under a Claim, then Subscriber or Mestrelab (the “Indemnified Party”) shall promptly notify the other party (the “Indemnifying Party”) of any Claim in respect of which the Indemnified Party (whether for itself or for one of the persons entitled to indemnification under Section 7.1 or 7.2) intends to claim such indemnification reasonably promptly after the Indemnified Party is aware thereof, and the Indemnifying Party shall assume the defense of any related third party action, suit or proceeding with counsel of the Indemnifying Party’s choice. The indemnity agreement in this Section 7 shall not apply to amounts paid in settlement of any claim, loss, damage or expense if such settlement is effected without the consent of the Indemnifying Party, which

consent shall not be withheld or delayed unreasonably. The failure of the Indemnified Party to deliver notice to the Indemnifying Party within a reasonable time after the Indemnified Party becomes aware of any such matter, if prejudicial to Indemnifying Party's ability to defend such action, shall relieve the Indemnifying Party of any liability under this Section 7 with respect to such Claim. The Indemnified Party and all indemnitees shall cooperate fully with the Indemnifying Party and its legal representatives in the investigation of any matter covered by this indemnification.

10.4 Should the SaaS Software or SaaS Services become, or in Mestrelab's opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated herein, Mestrelab may, at its option (i) procure for Subscriber the right to continue to access the SaaS Software or SaaS Services hereunder, (ii) replace or modify the SaaS Software or SaaS Services so that it becomes non-infringing, or, if Mestrelab determines, in its sole discretion, that (i) and (ii) are not commercially practical for Mestrelab, then (iii) Mestrelab may terminate this Agreement and arrange to refund to Subscriber a pro-rated amount of the Subscription Fees paid in advance for the then current Initial Term or Renewal Term based on the remaining portion of the then current Term for which such Subscription Fees were paid.

10.5 This Section 7 states the entire liability of Mestrelab with respect to infringement of third party intellectual property rights by the SaaS Services or the SaaS Software or any part thereof or by its operation.

11 Compliance with Laws; Export Control

11.1 Subscriber agrees to comply with all applicable laws with respect to Subscriber's use of the SaaS Software. Subscriber acknowledges and agrees that the SaaS Software, technical data and/or services ("Items"), are subject to export control, customs, economic sanctions, and anti-boycott laws, regulations, rules, and associated executive orders enacted, issued, entered, promulgated, or enforced by the European Union, the United States, the United Nations, the Organization for Security and Co-operation in Europe (the "OSCE"), or the country where Subscriber resides (provided such applicable laws or regulations of the Territory do not conflict with applicable regulations of the European Union or the United States) (each individually, an "Export Control Law" and, collectively, the "Export Control Laws"). Subscriber will comply with all applicable Export Control Laws and not provide any Items to anyone in a country or other destination that is subject to a United States Government export embargo (currently Cuba, Iran, North Korea, Sudan, Syria and the Crimea Region) (an "Embargoed Destination"), to a representative of an Embargoed Destination, or to persons or for purposes prohibited under any Export Control Law. Prohibited end-uses include the research on or development of chemical, biological or nuclear weapons, unmanned air vehicles or missiles, or nuclear explosive or fuel cycle activities. In addition to any other remedy it may have, Mestrelab may terminate this Agreement immediately and without notice, and cancel the download, activation and/or provision of any maintenance or other customer service involving any Item if (a) Mestrelab has not received all export-related documentation requested by Mestrelab or (b) Mestrelab believes that such activity may violate any Export Control Law or Mestrelab's own compliance policies. If Subscriber accesses the Mestrelab Server, or purchases, downloads, or activates Items from the Mestrelab Server, Subscriber represents that it is not in any Embargoed Destination, acting for anyone in an Embargoed Destination, and that it is not a person or entity (or owned by one or more entities) that has/have been sanctioned or otherwise listed on a prohibited persons lists issued by the United States, the United Nations, the European Union, the OSCE, the United Kingdom, Japan, Australia or Switzerland. Subscriber shall indemnify Mestrelab for all losses, costs, claims, damages and expenses (including attorneys' fees and expenses) arising from its violation or alleged violation of any applicable federal, state or local law, including without limitation, any Export Control Law.

12 Miscellaneous.

12.1 Trademark and Names. This Agreement does not grant either party the right to use any trademark,

trade name or logo of the other party in any advertising or promotional material. If mutually agreed by Subscriber and Mestrelab, Mestrelab may identify Subscriber as a customer of Mestrelab, including as a subscriber of the SaaS Software, in promotional materials and published lists of Mestrelab's customers and/or issue a press release describing this subscription including a quote from Subscriber.

12.2 Entire Agreement. This Agreement constitutes the entire agreement between Mestrelab and Subscriber with respect to the subject matter hereof, and supersedes any prior agreement between the parties with respect to the subject matter hereof. No Addendum, waiver, consent, modification, amendment or change of the terms of this Agreement shall bind either party unless in writing and signed by duly authorized officers of Subscriber and Mestrelab. No terms and conditions in any purchase order issued by Subscriber under this Agreement, including in response to a Quote, shall apply and any such purchase order terms and conditions shall be superseded by the terms of this Agreement, except that, as applicable, such purchase order shall evidence Subscriber's acceptance of the applicable Quote, including Subscriber's election of any options or choices expressly contemplated by such Quote (such as number of Authorized Number of Users).

12.3 Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provisions held to be unenforceable.

12.4 Assignments. Neither this Agreement nor any rights, obligations or subscriptions granted hereunder may be assigned or delegated by either party, including but not limited to by operation of law, without the prior written consent of the other party, which shall not unreasonably be withheld, except that either party may assign this Agreement to a successor to its business in connection with a merger or sale of all or substantially all of its assets. This Agreement shall inure to the benefit of the parties and their permitted successors and assigns.

12.5 Notices. Any notice by a party under this Agreement shall be in writing and either personally delivered or sent via reputable overnight courier (such as Federal Express) or certified mail, postage prepaid and return receipt requested addressed to the other party as follows:

To Mestrelab:

Mestrelab Research SL
r/ Feliciano Barrera 9B-Baixo
15706 Santiago de Compostela
A Coruña - SPAIN

To Subscriber: to the address indicated on the corresponding Quote or Purchase order,

or, in each case, such other address of which either party may from time to time notify the other in accordance with this Section 9.5. All notices shall be in English and shall be deemed effective on the date of personal delivery, two (2) business days after deposit with an overnight courier, or five (5) business days after deposit in the mail.

12.6 Governing Law; Dispute Resolution. The validity, construction and interpretation of this Agreement, and the rights and duties of the parties, shall be governed by and construed in accordance with the laws of the Spain, without giving effect to the conflict of law provisions thereof, and excluding any application of the United Nations Convention on Contracts for the International Sale of Goods. Other than as necessary to enforce any final judgment, award or determination or to obtain a preliminary injunction or other equitable relief to safeguard a party's intellectual property or confidential information, any action brought pursuant to or in connection with this Agreement shall be brought only in courts of Santiago de Compostela (Spain)

without regard to its conflict of law provisions and both parties submit to the personal jurisdiction, and waive any objections to venue, of such courts.

12.7 No Waiver. The waiver by either party of a breach of a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has, or may have thereunder, operate as a waiver of any right, power or privilege by such party.

12.8 Section Headings. Captions and section headings hereof are for reference purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

Force Majeure. In the event that either party is unable to perform any of its obligations under this Agreement because of causes beyond its reasonable control or because of any Act of God, accident to equipment or machinery; any fire, flood, hurricane, tornado, storm or other weather condition; any war, act of war, act of public enemy, terrorist act, sabotage, riot, civil disorder, act or decree of any governmental body; any failure of communications lines, transportation, light, electricity or power; any earthquake, civil disturbance, commotion, lockout, strike or other labor or industrial disturbance; or any illness, epidemic, quarantine, death or any other natural or artificial disaster the party who has been so affected shall immediately give notice to the other party and shall do everything reasonably possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended and performance times shall be considered extended for a period of time equivalent to the time lost because of any such delay. Nothing provided herein shall excuse the delay of any payment that is validly due by Subscriber to Mestrelab.