

## GENERAL SOFTWARE SUBSCRIPTION AGREEMENT

This General Subscription Agreement (hereinafter referred to as "Agreement") contains the general conditions of subscription and use of the services.

The parties to this contract are the Customer and **LINKE INFORMATION TECHNOLOGY, S.L.U.** (hereinafter referred to as "LINKE").

### 1. PURPOSE

This Agreement sets out the general terms and conditions for the supply of LINKE software including all updates and version changes during the contract period.

The subscription will become effective with the completion and formalisation of an order and once the first scheduled payment has been made.

### 2. ACCESS AND USE

In accordance with these General Conditions, the Customer is granted a non-exclusive and limited right to use LINKE's software, so the license to use the Software is granted on a non-exclusive, non-transmissible, non-sub-licensable basis.

The CUSTOMER will not allow a User or a third party to perform them under the scope of the Software Use License, nor will it perform or attempt to perform any of the following actions:

- Use reverse engineering techniques or create or recreate the source code of the Software;
- Remove, delete, obscure or tamper with any copyright or other proprietary identification or seal, instruction label or notice of product rights printed or stamped, affixed, encoded or recorded on any Software or Documentation, or circumvent the retention of all copyright and other proprietary notices on all copies of the Software and Documentation you make;
- Lease, loan, sell, trade, license, sublicense, distribute or otherwise grant to any person or company any right to use the Software, except to the extent expressly permitted by this Agreement;
- Use the Software to provide, individually or in combination with other products or services, to any person or company, whether for a fee or otherwise;

- Modify, adapt, tamper with, translate or create works derived from the Software or Documentation;
- Combine or merge any part of the Software with any other software or documentation, or refer to the Software or use it otherwise as part of a software development initiative (including, without limitation, any subroutines, scripts, codes or programs) with functional attributes, visual expressions or other functions similar to those of the Software or to compete with LINKE;
- Except with LINKE's prior written permission, to publish performance or benchmark tests or analyses relating to the Software;
- Use the Software to send any unsolicited or unauthorised advertising, promotional materials, junk e-mails, chain letters, spam to individuals or lists of individuals who have not requested or consented thereto;
- Falsify any email, LINKE website, news, or use the Software or Software content in any way to send misleading, false information;
- Interfere or attempt to interfere with any User's access to the Software, server or telecommunications network, including, but not limited to, sending a virus, overloading or sending spam mail;

In the event that THE CUSTOMER performs or attempts to perform any of the above actions, LINKE may temporarily block the service or actions and activities of an improper or fraudulent nature that are being performed.

The right to use the software shall be limited to the functions contracted under this subscription agreement or, where applicable, under the provisions of the Order Form.

### **3. TECHNICAL SUPPORT**

LINKE will provide Customer support via email. Although resolution times are not guaranteed, LINKE undertakes to respond to each Support request within 48 hours.

During the provision of support services, the customer undertakes to follow the recommendations of LINKE and to provide all information that LINKE requests to solve the problem.

### **4. RESPONSIBILITIES**

LINKE shall be held harmless from any liability for damages of any nature that may be due to fraudulent use by Customers of the service. LINKE also disclaims any liability for information transmitted or disseminated through the Software and its website, provided that this information has been tampered with or introduced by the Customer or a third party.

LINKE takes no responsibility for the nature and type of information and content stored by the Customer.

LINKE is excluded from any kind of liability for damages that may be due to the incorrect identity of the Customer and the lack of truthfulness, validity and/or authenticity of the information provided by the Customer about him/herself and/or provided to or making other users accessible.

LINKE is excluded from any liability for damages of any kind that may be due to access to and/or use of the service by the Customer or other Users against the provisions of these general conditions.

## **5. INTELLECTUAL AND/OR INDUSTRIAL PROPERTY**

All industrial and/or intellectual property rights over the Software, as well as any extension, improvement or modification thereof, are the exclusive property of LINKE, so the CUSTOMER shall refrain from using or registering in its name any patents, trademarks or other distinctive signs that LINKE owns and may not modify, reproduce, distribute or publicly communicate or make available the Software to third parties, except as provided for in this Agreement or if previously authorised by LINKE.

The Customer may not, directly or indirectly, decrypt, decompile or derive source code from any intellectual and/or industrial property owned by LINKE that it has access to as a result of this Agreement, or reverse engineer the design and function of the intellectual and/or industrial property. Also, the CUSTOMER undertakes, under the scope of contractual good faith, to inform quickly and effectively of any infringement or well-founded fear of infringement of the Software by third parties, which could affect the legitimate interests of LINKE, that the CUSTOMER may have knowledge of.

The CUSTOMER will keep all the industrial and/or intellectual property rights it owns on the information and contents that can be stored through the Software under the scope of its use under the License of use contracted. Therefore, under this Agreement, the CUSTOMER does not transfer to LINKE or any third party ownership or grant license or right of use other than that provided therein, or any other type in relation to any information, content or any intellectual or industrial property right ownership.

## 6. CONFIDENTIALITY AND PRIVACY

All documents and information of any kind, such as business information, customers, operations, facilities, procedures, methods, transactions, know-how..., provided by each Party (or by any individual or legal entity acting on behalf of any of the Parties) to the other in any form, or at any time, prior to or subsequent to implementing this contract, shall be deemed to be "Confidential Information".

However, Confidential Information shall not mean information of the Parties that:

- a) Was of public domain at the time it is disclosed or subsequently made public for reasons other than non-compliance with this Agreement.
- b) Was already in the possession of the receiving Party prior to being supplied thereto by the issuing Party and is not subject to any other confidentiality agreement between the Parties, provided that this fact is brought to the attention of the other Party at the time of its disclosure.
- c) Is received through third parties without restriction and without breach of this Agreement.
- d) Was developed independently by the receiving Party without reference to the issuing Party's Confidential Information.
- e) Must be disclosed in order to comply with a legal or administrative order.

For the implementation of this Agreement, each Party agrees the following:

- a) To be as careful with the Confidential Information, as with their own.
- b) To limit as much as possible the number of people who will have access to Confidential Information.
- c) To keep secrecy of all Confidential Information and, in the absence of a prior written consent of the issuing Party, not to disclose such information, in whole or in part, to any natural or legal person other than managers, employees and directors who participate actively and directly in the Negotiations.
- d) Each party accepts the risk of theft or loss of Confidential Information. If for any reason the Confidential Information were to end up in the hands of a third party, it will be deemed to be due to the negligence of the receiving Party.
- e) To inform the aforementioned managers, employees, agents and directors of the existence of this Agreement, ensuring that each of them observes the restrictions on confidentiality contained therein.
- f) Not to reproduce, transform or, in general, make use of the Confidential Information for any reason other than the purpose for which it was obtained or provided.

g) Not to make any disclosure to the press or any other public media, nor make public in any other way the relations between the parties without the prior written consent of the other Party.

h) Hold the other Party harmless from any direct or indirect damage that may result from the breach of the obligations contained in this clause.

i) Keep the obligation of mutual confidentiality accepted through this Agreement during its validity period and even once it has ended, such confidentiality obligation being of an unlimited nature.

j) At the mere request and choice of the Issuing Party, or at the conclusion of negotiations, the Receiving Party shall destroy or return to the Receiving Party all Confidential Information, whether written, recorded or in any other format it may have been collected in, and the Receiving Party shall not keep, in whole or in part, any copy, extract or reproduction of the Confidential Information. In the event that the Confidential Information should be destroyed, the Receiving Party shall provide the Issuing Party with a written certificate that such destruction has taken place, within fifteen (15) calendar days from the time the Issuing Party requested such destruction. The destruction or return of Confidential Information will not exonerate the Receiving Party of its obligation to treat such Confidential Information as strictly confidential.

It shall not be understood that the obligation described in above clause has been breached in the following cases:

- a) When the disclosure of Confidential Information is authorised in writing; or
- b) When the Confidential Information is communicated in compliance with a legal mandate or the requirements of any competent administrative or judicial authority.

The Parties undertake to disclose only the Confidential Information that has been requested, with prior notice to the other Party.

Any Confidential Information disclosed pursuant to this Agreement shall remain the property of the Party disclosing it, and shall be returned immediately by the receiving Party upon receipt by the other Party of a request to that effect.

In compliance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (hereinafter referred to as the GDPR), the natural persons who sign this document for and on behalf of each party are informed that their personal data will be included in a personal data file owned by the other party, for the purpose of managing their business relations, in the scope of activity of each of them. In this sense, both parties undertake to respect the confidentiality due, not to use the data for purposes other than those mentioned and to guarantee to the natural persons signing this document for and on behalf of the other, in addition to the persons attached to the provision of the service, the exercise of the rights of access, rectification, suppression, limitation, portability, cancellation and opposition of the personal data provided for these purposes, for which they may address in writing, with a copy of their ID, to the address of the corresponding party, as stated in the heading of this Contract.

In the event that the performance of this contract gave rise to operations or actions which, according to the GDPR and/or any other applicable law, are considered to be the processing of personal data, such actions shall never represent a transfer of data, but an access to the data by the Data Controller, in accordance with Article 28.3 of the aforementioned GDPR. In such case, by entering into this Agreement or using the Software the Customer accepts LINKE's Privacy Policy, which is published on the website <https://www.linkeit.com/privacy-policy>

## **7. DURATION AND TERMINATION**

This Agreement shall remain in force until the expiration or early termination of the order.

LINKE may terminate any order or this Agreement in the event that the Customer becomes a debtor in accordance with the provisions of the relevant clause.

Either party may terminate this Agreement and its orders in the event of a breach by either party, provided that the breaching party notifies the other party of the breach and the breach is not remedied within one month of the notification.

Upon termination of this Agreement or completion of the relevant order, the Customer shall promptly return or destroy the software copies and documentation.

This Agreement may be terminated early in the event that the Customer is affected by a change in ownership or change of control caused by a transfer of shares, merger, spin-off or any other transaction.

## **8. PRICE AND TERMS OF PAYMENT**

The subscription price regulated in this Agreement shall be stated in the relevant order and payment shall be made as stated on that order.

In the event of non-payment or delay in payment, or in the event of a returned direct debit, LINKE reserves the right to suspend the subscription regulated in this Agreement in accordance with the provisions of the foregoing clause.

LINKE shall not be responsible for the consequences that may result from the deactivation or suspension of the subscription due to non-payment, late payment, return of direct debits.

The corresponding tax applicable in accordance with current law shall be added to the price indicated on the corresponding order.

## **9. DOCUMENTATION**

The electronic documentation included in the Software may only be copied and used for internal purposes. Such documentation may not be sold, rented or distributed in electronic or physical form to any third party.

## **10. AUDIT**

The Customer agrees that LINKE shall have the right to request an audit (electronic or otherwise) of the subscription and its Installation and Access activities. As part of this audit, LINKE may inspect, informing the Customer with fifteen (15) days' notice, in order to verify that the use of the software and its accesses are in accordance with the provisions of this Agreement. The Customer shall provide all necessary assistance to enable the performance of the audit.

## **11. PUBLICITY**

None of the Parties, except at the request of the competent authority, shall make public by any means the signing of this Agreement or use the trademarks, logos or any type of identifying material of the other party, although the Customer authorises LINKE to include the Customer's name and logo on in its customer listings, its website and other promotional material. LINKE will immediately suspend and remove the Customer's distinctive signs at the Customer's request via email [compliance@linkeit.com](mailto:compliance@linkeit.com)

## **12. ANTICORRUPTION**

Neither Party shall offer, promise or grant to the other Party, or to any of its employees participating in the award or performance of this Agreement, or to any third party, any kind of bonuses or services, tangible or intangible, for obtaining a contract or an agreement.

If either Party becomes aware of any conduct by one of the other Party's employees, subcontractors, independent advisors, consultants or agents that constitutes bribery or corruption in accordance with this Section, or if there is any specific suspicion of such conduct, it shall inform the other Party of such knowledge and information.

In the event that either Party makes any payment or delivers any undue or prohibited gift or benefit, in connection with the negotiation, conclusion or execution of this Agreement, this Agreement may be terminated immediately.

## **13. DISPUTE RESOLUTION AND APPLICABLE LAW**

The law applicable to this Agreement shall be the Spanish law. For all matters not expressly provided for in the clauses or annexes, the Agreement shall be governed by the Civil Code and, additionally, by the other provisions of Spanish common law in force at any given time.

Furthermore, the Parties undertake to construe and comply with this Contract in accordance with the principles of equity and good faith, resolving by means of negotiations and amicable agreements any difference that may arise between them with respect to the application, development, compliance, interpretation and execution thereof.

In the absence of the foregoing, the Parties agree to submit any difference, discrepancy or dispute related to the Contract or arising therefrom, exclusively and waiving their own jurisdiction, to the Courts and Tribunals of the city of Barcelona.



#### **14. ASSIGNMENT OF THE CONTACT**

Neither Party may subrogate, transfer, or assign rights and obligations under this Agreement without the written consent of the other Party.

#### **15. INDEPENDENCE OF CONTRACTUAL CLAUSES**

In the event of the invalidity, illegality or ineffectiveness of any provision of this Agreement, or of any part of a provision or Annex, the validity, legality or effectiveness of the remaining provisions or part of a provision shall in no way be affected or impaired. Without prejudice to the foregoing, the contracting parties shall negotiate in good faith in order to agree on the terms of a provision satisfying both parties (and having the closest possible commercial effect) that replaces the provision or part thereof whose nullity or ineffectiveness is decreed.

#### **16. ENTIRE AGREEMENT**

This Agreement, together with any annexes or amendments included with the Software or Support Services or with the order, constitute a single, entire Agreement for the Software and Support Services.

### **ANNEX DEFINITIONS**



**Access and use:** Using or running the software or other materials, and using and benefiting from the features and functionalities of the software or other materials.

**Agreement or contract:** This License and Services Agreement or Contract, including its Annexes and Schedules.

**Customer:** Legal Person who carries out the activities of Installation or access and use, or who is authorised to install the software.

**Order form or order:** Form duly completed by the Customer and sent to LINKE requesting a license to use the software.

**Install or installation:** Copy the software to a hard disk or any other storage medium.

**Software:** A computer program, module, or component of a LINKE computer program. The term software may also refer to the functions and performance of the software

**Subscription:** Program offered by LINKE under which it provides extensions, updates, new versions and other support services.