

JANIS © SaaS Master Agreement: Non-exclusive License for Use Agreement

General terms for the License for use and provision of services

JANIS and the CLIENT will be jointly referred to as the “**Parties**”, and severally, each of them, as the “**Party**”.

The intervening parties hereby declare that the Powers of Attorney under which they act are currently in force, do not involve any limitations and have neither been suspended nor revoked. In addition, they state that, by virtue of such Powers of Attorney, they have full capacity to execute this agreement (the “**Agreement**”). The Parties hereby state that they have the legal capacity to execute this Agreement and acknowledge, mutually and reciprocally, such capacity in the other party. For the purpose of executing this Agreement, the parties hereby declare the following.

Considering the above mentioned statements, the parties hereby formalize this contract, which shall be governed by the clauses listed below.

1. DEFINITIONS

Notwithstanding the terms already defined in the heading of this agreement, the following definitions are hereby established for the purpose of interpreting this document:

- i. “Specific Terms” or “Order Form” means the form attached with this General Terms document, which sets forth the specific matters outside the scope of this document.
- ii. “General Terms” means this Non-exclusive License for Use Agreement.
- iii. “Agreement” means this Non-exclusive License for Use and its Specific Terms and any annexes to it set in separate documents.
- iv. “Confidential Information” means all and/or any document or information provided or disclosed by one Party to the other Party in any form or any way. The foregoing includes, but is not limited to, every and any private information related to the technology of any of the Parties or its associates, subsidiaries, software source codes, features, business plans, contracts, promotional or marketing activities, financial and economic matters, and any third-party information required to be kept confidential by any of the Parties or its associates or subsidiaries. It also includes tangible material such as drafts, specific information, reports, and computing programs.
- v. “Software JANIS” or “PLATFORM” means the software as a service (SaaS) licensed by JANIS, as well as any special adaptation for the CLIENT’s PLATFORM, that makes up the main subject matter of the Agreement.
- vi. “Other Services” means any tasks to be performed by JANIS as required by the CLIENT.
- vii. “Services” means the Non-exclusive License for Use and the Other Services.

- viii. "SLA" or "Service Level Agreement" means the document that establishes the Service operation standards and the procedures required to submit technical claims.
- ix. "Software" means JANIS and/or every other source code and/or development created or jointly created by the Parties that is performed to comply with the terms of this Agreement.
- x. "SPAM" means any email or non-authorized electronic message sent, of general nature, for the purpose of making an advertisement which has been not requested or for any other purpose, which may result in a claim from any of the recipients and/or any body and/or individual in charge of fighting or preventing such activities.
- xi. "Territory" means COUNTRY.

2. ACCEPTANCE AND INTERPRETATION

2.1. The LICENSEE hereby declares that it has read and accepts this General Terms document, which shall be jointly interpreted with the Specific Terms. In case of inconsistencies between the two documents, the wording of the Specific Terms document shall prevail.

3. SUBJECT MATTER

3.1. JANIS grants to the LICENSEE and the LICENSEE hereby accepts, a non-exclusive revocable license for use for the JANIS software. In addition, JANIS agrees to provide the services specified in the Order Form to the LICENSEE.

3.2. If the LICENSEE requests JANIS to provide a service that is not included in the subject matter of this AGREEMENT, which includes, but is not limited to, the development of a new feature of JANIS or an improvement that is not the subject matter of the development, or the monitoring or performance of any other activity, such service shall be regarded as a new service to be agreed upon by the parties and shall be the subject matter of a new agreement which shall be executed through an additional Order Form.

4. PRICE AND PAYMENT CONDITIONS

4.1. The LICENSEE shall pay JANIS for the Services considering the amounts and terms stated in the Order Form, pursuant to the conditions expressed therein, and JANIS shall previously issue an invoice in not less than (30) thirty days. Prices may be reviewed upon JANIS request and in the case of reasonable doubt (inflation higher than 10% with regard to the current price, new taxes imposed that affect the equilibrium in the Agreement, among others).

4.2. Any delay in the payments to be made by the LICENSEE shall result in not less than 3% (three percent) monthly default interest rate over the value of the installment due plus an additional 3% (three percent) compensatory interest rate per month or part of the month, which shall be calculated *pro rata die* between the due date and the payment date.

4.2.1. Upon any delay in the payments to be made by the LICENSEE for a period longer than 60 (sixty) days, JANIS shall be authorized to immediately suspend the provision of SERVICES, and, at its own discretion, determine the early resolution of the Agreement. In such case, the LICENSEE shall have no right to compensation.

4.2.2. The LICENSEE shall remain obliged to make the payment of the due and unpaid installments for the SERVICES provided, even though such services have been suspended, or, in the case of termination of the AGREEMENT under any circumstances.

4.3. In case of a change to the tax burden over the Services involving a variation higher than 5% (five percent) while the Agreement is still in force and such variation results in a negative impact on the economic and/or financial equilibrium of the LICENSOR, the LICENSOR shall be entitled to readjust the amounts, prior notice served upon the CLIENT, for the purpose of reinstating the economic and financial equilibrium of the Agreement.

5. DECLARATIONS, WARRANTIES AND OBLIGATIONS OF THE LICENSEE

5.1. Declarations of the CLIENT:

5.1.1. The LICENSEE declares that its activity is lawful and that it complies with its labor, tax and administrative obligations. In this sense, the CLIENT acknowledges, in a comprehensive and exclusive manner, that it is the sole and main liable party against the LICENSOR and any third parties, for any effects derived from its activity, for example: quality and origin of the products sold and services provided, true compliance with the contracts that result in profits and any other situation or event that is relevant to such profits. As a result, JANIS shall be exempted from any liabilities in such regard and it shall be held harmless from any claim and any expenses derived from any situation.

5.1.2. The LICENSEE declares that it shall be held liable for any acts performed by its representative, agent, website developers, managers and/or employees, contractors, subcontractors and/or consultants and/or each and every individual that may eventually have access to the management password of the JANIS web system and its extensions.

5.1.3. The LICENSEE declares that it knows and obliges itself to strictly comply with all the rules and regulations in force in the Territory, which are applicable to this Agreement.

5.1.4. The LICENSEE guarantees that it will deliver true and opportune information, especially with regard to the ownership of the website and its domain and that it shall be held responsible for the veracity and accuracy of the registry information specified in the Order Form.

5.2. CLIENT's Obligations:

5.2.1. The LICENSEE shall make the payments established in the Agreement within the term of 30 days commencing on the date on which the invoice is issued and pursuant to the rules set forth in the Specific Terms.

5.2.2. The LICENSEE shall inform JANIS about any changes to the registration information set in the Order Form.

5.2.3. The LICENSEE shall manage the operation of its PLATFORM and carry out any required actions for it to be available through the management module provided by JANIS.

5.2.4. The LICENSEE shall provide itself, on its own account, at its own risk and at its own discretion, and shall also be exclusively in charge of the procurement of payment methods with credit card operators and financial institutions. In addition, it shall be responsible for complying with the requirements established by such institutions and/or operators for such procurement to be accepted and shall expressly assume the risk of rejection with regard to the procurement by the credit card operators and financial institutions.

5.2.5. It shall comply with the rules established in clauses 9, 10, 11, 13, 14, 15 and 16 of this AGREEMENT and their respective items, even after the expiration of the term of this Agreement.

5.2.6. Under no circumstances shall the LICENSEE perform reverse engineering on JANIS and its extensions, or any other work and/or improvement performed by the LICENSOR. In addition, the LICENSEE shall not be allowed to make changes to the Software that is the subject matter of this Agreement, modify its engineering, decompile, disassemble or in any other way try to obtain the Software source code. It shall neither make any statements nor grant warranties with regard to the Software that are not consistent with the terms of this Agreement. No term of this Agreement should be interpreted as an obligation of the CLIENT to use the Software. The initial use, scope of use and continuance of use of the Software by the CLIENT shall be determined on the CLIENT's discretion. Lack of use of the Software by the CLIENT throughout the term of this Agreement shall not extinguish the obligations of the CLIENT. The CLIENT shall not be allowed to grant as loan, lease, transfer, cede, assign, for any consideration, whether in whole or in part, the Software license or a copy of such license to a third party.

5.2.7. The LICENSEE shall keep any information, disclosures, *know-how* and/or technical data provided by the LICENSOR confidential pursuant to the sixteenth clause of this Agreement. In addition, it shall not disclose any knowledge or information provided by the LICENSOR for the LICENSEE's exclusive use, to any person, firm or company, unless JANIS provides its prior authorization in writing. The LICENSEE shall establish that only the appropriate individuals within its structure will have access to the Software for the purpose of performing their tasks. The obligations established for the LICENSEE in this Agreement shall remain in force even after the expiration of this Agreement under any circumstances. Upon the

expiration of the term of this Agreement, the LICENSEE shall have the obligation to return to the LICENSOR or to destroy any information that is not its property, subject to JANIS's choice.

5.2.8. The terms of this Agreement shall neither impede nor restrict JANIS's ownership with regard to the Software. Neither shall it be interpreted as a restriction to the sale of products and/or services by JANIS through the term of this Agreement. The LICENSEE acknowledges and accepts that any improvements made to JANIS and/or any other work (under the terms of the Law on Intellectual Property) derived from the Agreement, which includes those resulting from exclusive requests made by the LICENSEE, shall be the exclusive property of JANIS, which shall be the only party entitled to request its registration and/or protection pursuant to foreign and/or domestic regulations on copyright, patents, trademarks and/or their equivalents, either within or outside the Territory.

5.2.9. The LICENSEE authorizes JANIS to use its image for advertisement purposes in its website, social media and any other advertisement material it considers appropriate to disseminate and promote its services, within the Territory or abroad, and through any media, including print media, electronic media or any other media.

6. DECLARATIONS, WARRANTIES AND OBLIGATIONS OF JANIS

6.1. JANIS declares and guarantees the following:

6.1.1. JANIS declares that it is the sole owner of JANIS and that there are no impediments or prior exclusive licenses preventing it from granting this license. In this sense, it is the only party entitled to grant this license for use to the LICENSEE.

6.2 The following shall be diligence obligations of JANIS:

6.2.1. It shall provide the Services in an adequate manner, and supply the processing infrastructure required for the CLIENT's PLATFORM to keep running, operating regularly, and in compliance with clause 7.1 of this Agreement.

6.2.2. It shall provide both basic features and new features for the PLATFORM, at least every 60 (sixty) days, for the purpose of promoting improvements to the system.

6.2.3. It shall provide monthly support for JANIS. Monthly support includes JANIS's performance of the activities set from clauses 6.2.3.1 to 6.2.3.3., specified below:

6.2.3.1. Maintain the software in accordance with the basic features and future improvements.

6.2.3.2. Maintain the PLATFORM available and running in compliance with the SLA.

6.2.3.3. Supply new features and/or advancements in the existing basic features in accordance with prior JANIS's existing planning. The LICENSEE may decide to use them or not.

6.2.4. It may provide online documentation including the description of the main APIs (Application Programming Interface) that enables the integration of JANIS with other software.

6.2.5. It shall provide and maintain updated the knowledge base for support guidance on the PLATFORM's operation and it shall make a better use possible.

6.2.6. It shall maintain the storage infrastructure updated and secure with regard to protection programs against criminal or irregular third-party activities.

6.2.7. It may provide online information to the LICENSEE aimed at providing guidance on the procedures, use and features of the PLATFORM.

6.2.8. It shall hold the LICENSEE harmless from any labor and/or tax claim derived from its activity.

7. LEVEL OF SERVICES

7.1. Once the obligations of the LICENSEE set forth in this Agreement are taken care of and complied with, JANIS agrees to maintain the PLATFORM operational and running, pursuant to the technical conditions and the terms of this Agreement and its annexes, throughout the period specified in the **SLA or Service Level Agreement** included in Annex 2 to this Agreement.

8. JANIS'S LIMITED LIABILITY

8.1. JANIS shall not be held liable for potential mistakes and/or suspensions with regard to which there is evidence that they result from the use of JANIS together with other softwares and/or generated by other companies, as well as jointly with other components, interfaces, hardware, antivirus and/or environments, to the extent that the interaction between JANIS SOFTWARE and such objects and/or equipment, or any other situation, falls outside the scope of JANIS's control. JANIS shall not be held liable in situations involving "unforeseeable circumstances" or "force majeure" either.

8.2. JANIS shall not be held liable for the breach of data and information resulting from: (i) acts performed by employees, agents or individuals authorized to operate the platform and/or the Software by the LICENSEE; or from (ii) criminal or irregular third-party activities that cannot be avoided given that they fall outside the limits of technical predictability at their time of occurrence.

8.3. JANIS shall not be liable for non-valuable consequences related to: (i) impossibility of the LICENSEE to use the Services by virtue of: (a) the term or suspension of this Agreement or the end of use of or termination of the Services; (b) JANIS ceasing to offer the SERVICES

or certain Services; (c) requests that have not been made in due time by the LICENSEE, as a result of deficiencies in the system and other interruptions; (ii) the cost of looking for a third party provider of the SERVICES or services in general or goods; (iii) any investment, expenses or commitments made or assumed by the LICENSEE with regard to this Agreement or the use of access to the SERVICES by the LICENSEE; o (iv) any non-authorized access, change, exclusion, loss, damage, detriment or deficiency in the storage of the LICENSEE's content or any other data; (v) unforeseeable circumstances or force majeure events, including stoppage of work in the case of union activities and provisions and/or resolutions and/or regulations and/or laws issued by any governmental body (at the national, autonomous or local level), which in any way hinders or impedes the performance of any of JANIS's obligations.

8.4. Under no circumstances shall JANIS be held liable for any indirect damage, direct loss, moral damages, punitive damages or loss of earnings, loss of opportunities or loss of data, regardless of any notices.

8.5 JANIS shall not be held liable for any losses and damages derived from activities developed by the LICENSEE as a result of the SERVICES or the PLATFORM or its content.

8.6. Notwithstanding and in the event of any of the cases of liability exclusion established in clauses 8.1 y 8.5 specified above, which are expressed and immediately fall outside the scope of JANIS's responsibilities, JANIS liability for the potential noncompliance with this Agreement or direct damages shall be limited to the profit obtained by JANIS from the LICENSEE for the provision of the Services that are the subject matter of this AGREEMENT. In such regard, a maximum term of 6 (six) months immediately preceding the fact shall be the limit of indemnification or compensation to be potentially paid by JANIS to the LICENSEE for potential direct damages or potential breach of contract.

8.7. The LICENSEE assumes the obligation to obtain on its own account and at its own risk any insurance policies it deems required to cover every act involving damages that may occur with regard to this Agreement and in excess of the limitation to liability set forth in clause 8.6.

9. LIABILITY AND INTELLECTUAL PROPERTY

9.1. The LICENSEE acknowledges that JANIS is the exclusive owner of JANIS, its documentation, and all its rights, ownership titles and interest. Under no term of this Agreement shall the LICENSEE shall acquire any ownership or title of JANIS, either in part or in full.

JANIS declares and guarantees that, according to its knowledge, JANIS is the exclusive owner of JANIS, its documentation, and all its rights, ownership titles and interest.

9.2. Ownership title and ownership rights regarding JANIS and/or the source codes programmed from now onwards with regard to this Agreement are, and shall remain, the exclusive property of JANIS. Under this Agreement, the LICENSEE shall be entitled to the non-exclusive use of the Software throughout its term. The LICENSEE shall only be entitled

to duplicate or copy potential reference manuals sent by JANIS as well as any other written reference material provided by JANIS for internal use. Written, print or electronic material provided by JANIS shall not be duplicated or copied for any other purpose.

9.3. The LICENSEE shall not be entitled to modify or remove any identification signs of the JANIS and FIZZMZOD trademarks or their business name from the places in which they are fixed in the JANIS and/or new software developed by the LICENSEE. Except as otherwise established in this clause, no provision herein shall justify the granting, or be considered as a provision granting the LICENSEE with, any right, ownership title or any other intellectual property interest (software, trademarks, etc) regarding JANIS and/or FIZZMOD. Under no circumstances shall the LICENSEE perform any actions for itself or for the benefit of third parties that imply demanding and/or requesting the registration of the Software, an obstacle and/or objection to the trademark or the business name of JANIS and/or FIZZMOD, and it shall refrain from registering any trademark or business name that may lead to a phonetic or literal confusion by virtue of its similarity with the trademark or the business name of JANIS and/or FIZZMOD, whether it is registered or not, and within or outside the territory. Each and every right and benefit generated or resulting from the use of the JANIS and/or FIZZMOD trademark and/or their business names shall only benefit JANIS.

9.4 In all cases, the CLIENT is prohibited from, demanding and/or requesting the registration of the Software as well as any trademark owned by JANIS, whether it is registered or not within or outside the Territory, without prior written authorization granted by JANIS.

9.5. The LICENSEE shall keep its data in the JANIS database. However, it is hereby established that such LICENSEE's data is the sole and exclusive property of the LICENSEE and may be returned or destroyed for any cause by JANIS upon expiration of the Agreement.

9.6. JANIS commits to make its greatest efforts to avoid third parties from plagiarizing JANIS. In this sense, the LICENSEE commits - at the same time - to inform JANIS about any relevant fact that it may know of and that may affect the copyright.

9.7. The LICENSEE authorizes JANIS to -anonymously- use and/or work and/or assign and/or transfer its data for the purpose of assisting in the improvement of its products and services. The set of anonymous data may be used to activate resources such as markets and publication comparison that may help understand data tendency as well as to help JANIS to size its infrastructure and/or develop data intelligence. Any information that may identify the LICENSEE's data shall be removed and mixed together with other anonymous data before its consolidated, except for the LICENSEE, who shall benefit from the artificial intelligence tools developed by JANIS in a non-anonymous way, only involving data that derives from its own information.

10. MONEY LAUNDERING PREVENTION

The CLIENT shall be held liable for the veracity of the data provided or to be provided throughout the performance of this Agreement for the purpose of complying with the obligations set forth in both domestic regulations established within the Territory and international regulations on money laundering prevention and/or money laundering and

financing of terrorism. As a result, the CLIENT declares that the documents provided and to be provided throughout the performance of this Agreement are valid at the time of the execution of this Agreement and that it has obtained and keeps adequate, accurate and updated information on the holders of such documents.

The CLIENT, as a collaborator entity, states, under its liability against JANIS, that both the economic contributions made, which are specified in this Agreement, as well as any other economic contribution related to the project, have a lawful origin and that no act with regard to this Agreement is aimed at marketing goods derived from a crime or another unlawful activity.

THE client agrees to respect and comply with the laws and regulations in force on money laundering prevention and to keep JANIS harmless from any claim related to the origin of the funds provided by virtue of this Agreement, even if such claims are made by individuals or public authorities of any country or jurisdiction.

11. CRIMINAL LIABILITY OF LEGAL PERSONS

The CLIENT states that its respective internal organizations have sufficient measures for the control, prevention and detection of any behavior that may be considered a crime, committed using the means of or covered by the legal person and/or through any individual that is part of or depends on that legal person.

For the purposes of the preceding paragraph, the CLIENT expresses that any actions taken within the scope of this Agreement shall be governed by the principle of contractual good faith and conveniently subject to law. As a result, it shall never participate in or collaborate with the commission of an act that may be established as a crime under the criminal law system.

12. MONITORING COMMITTEE

The parties agree to designate the following individuals to carry out monitoring activities and receive any notices and/or communications, which shall be made in writing:

- **JANIS:** Costa Rica 4988 1st floor (Zip Code 14141), Autonomous City of Buenos Aires, Argentina.
(a) Attention: Mr. Bartolomé Feeney
(b) Electronic Mail: info@janis.im

- **CLIENT: ADDRESS**
(a) Attention: FULLNAME
(b) Electronic Mail: @@@

Communications shall be considered duly delivered and received on the date they are sent if they have been sent to the recipients in the addresses specified in the preceding paragraph, by any means through which it is possible to prove the date on which the communication was sent as well as its content and reception. In addition, communications and/or notices

made through email, telegram, telefax and/or burofax shall be deemed sent and received to the extent that the reception is confirmed on the same date on which it was sent or transmitted.

Any of the Parties may change its address for the purpose of notices. Such new address shall be informed to the other party within a reasonable term in advance and in compliance with the form established. Such communication shall have effect upon once received.

13. TERM AND TERMINATION

13.1 The Agreement shall enter into force on the date when the present document is signed together with the Order Form and will remain in force during the term established in such Order Form ("TERM").

In case the Specific Terms do not stipulate an extension of the Agreement, it will be deemed to be extended automatically for terms which are as long as the initial TERM and successively, unless one of the Parties gives the other Party written notice, within 90 (ninety) days prior to the date of extinction of the TERM or its renewal, in which they inform their intention not to renew the Agreement.

13.2 The Agreement may be terminated by any of the Parties, without penalty or compensation imposed on the other, in the following way: (i) if JANIS decides to terminate the AGREEMENT, it must give notice to the LICENSEE, within no less than 150 (a hundred and fifty) days and (ii) if the LICENSEE decides to terminate the Agreement, it must give notice to JANIS within no less than 150 (a hundred and fifty) days. These should be written notices which the other party must receive, or through a registered letter sent to the domicile indicated by the other Party.

13.3 In addition, if any of the parties file for a reorganization or restructuring plan under bankruptcy, files for bankruptcy alone, or files for bankruptcy and is not discharged within the appropriate legal term, this shall cause the immediate termination of the Agreement, without right to penalties or compensation.

13.4 JANIS may as well, at its own discretion and at any time during the TERM, terminate this Agreement immediately, in case it verifies the fact that the LICENSEE breached any of its obligations set forth in the fifth clause of the present document, or those which may be considered essential in the Order Form. The same shall apply if JANIS verifies that the LICENSEE is using the services in a fraudulent way, or in the case that the PLATFORM is listed in any consumer protection organization as an electronic PLATFORM to be avoided. In this hypothesis, the termination of the Agreement shall have immediate effects, and JANIS may interrupt the rendering of the Services immediately and later give notice to the LICENSEE, without any kind of compensation to be given in favor of the CLIENT. In these cases, JANIS will be entitled to claim damages to the LICENSEE.

13.5 The Agreement may, as well, be terminated by any of the Parties, as a result of an uncured breach of contract. In these cases, upon a verified breach of contract, the innocent Party shall give written notice to the other Party in which the breach will be indicated, and

there shall be a request for compensation in a term no longer than 15 (fifteen) days from the date the notice is received. If the breaching Party does not cure the breach within said term, the innocent party may terminate this Agreement immediately, with no compensation available for the breaching Party. The CLIENT shall file a claim subject to the provisions set forth in 8.6.

13.6 The termination of the Agreement, whether it is for extinction of the term without renewal or by termination by one party or by both parties, shall not constitute an exemption for the LICENSEE to pay any accrued amount.

14. THIRD PARTY CLAIMS

14.1 The LICENSEE agrees that it is the only party responsible for the products and/or services it provides in its platform, as well as for the compliance with the accounting rules and/or workers, consumers and competence protection rules, related to the activities that it carries out through its platform. In this sense, the LICENSEE commits to hold JANIS harmless against any claim or complaint of any kind where it is assumed to be liable together with the LICENSEE, whether it is joint liability or not. This indemnity includes, but it is not limited to, all duly adjusted payments of expenses, costs, fees, lawyers', mediators', conciliators', accountants' or expert witnesses' fees, court costs and/or any other that may be generated. JANIS is entitled to take part in or to pay fully or partially any of these claims or complaints where it is requested to do so, and the LICENSEE shall refund JANIS any sum it has paid in a term no longer than 5 (five) days after its request, under penalty of owing to JANIS another sum which is equal to the one paid and with an automatic application of an interest rate for the default in payment.

15. PERSONAL INFORMATION

Both Parties commit to abide by the current regulation concerning the protection of personal information, which is in force in the Territory, and the Parties will see to also comply with the provisions set forth in the EU Regulation 2016/679 by the European Parliament and Council of April 27, 2016 concerning the protection of personal information and data treatment and the free circulation of this data, regulation which revokes Directive 95/46/CE (General data protection regulation) in force since May 25, 2016, and which will be of forced compliance as from May 25, 2018. Both parties commit to adopt all security measures requested by the applicable norms. In compliance with the provisions set forth in these norms, the Parties shall inform the signatory parties that they act on behalf and in representation of each of the Parties in the present Agreement, that the personal information they provide by virtue of the same Agreement or the data they may eventually provide will be registered on the records owned by each Party and whose purpose is the maintenance, compliance, development, control and execution of the provisions set forth in this Agreement.

If the signature parties who act on behalf and in representation of each of the Parties wish to exercise their rights of access, rectification or erasure, in those cases where that is possible, or their right to object, they may do so by writing an email addressed at the respective Party, in which they attach a photocopy of the document certifying their identity, to the domiciles informed by each Party in the fourteenth clause of the present Agreement.

In the case that any of the Parties shall provide the other with personal data, the assignor commits and agrees to comply with the regulations concerning personal data protection, and in particular, with the duty to inform and obtain consent of the affected parties prior to the communication of the data to the other Party.

The Parties commit to hold each other harmless (especially, in the case of any kind of record by the controlling authority in matters of Data Protection in force within the Territory and/or its equivalent in other countries outside the Territory) upon any claim which may possibly be based on a breach by the other Party of the obligations arising from this Agreement and/or from the regulations concerning data protection.

16. CONFIDENTIALITY

16.1 Both Parties commit to respect the other Party's Confidential Information. Nonetheless, it is stated that Confidential Information shall not include information other than: (i) information which is lawfully known by whom receives it prior to receiving it; (ii) information which is generally known or disclosed to the public; (iii) information about which it can be said that it would have been independently developed by the Party who receives it or the Party's employees or any third party (who has not acquired such information by illegal means) without having had access, directly or indirectly, to the Confidential Information; (iv) information which is given to the Party by third parties on its own right, without privacy restriction and without breach of any contractual, legal or fiduciary obligation by those third parties. The terms of this AGREEMENT are considered Confidential Information.

16.2 Protection of Confidential Information:

The Parties shall:

- (1) Adopt measures to prevent the use, disclosure, dissemination or copy of any confidential information, even the development, implementation, maintenance and use of procedures and adequate policies to protect any Confidential Information;
- (2) Adopt for the other party the same measures they use to avoid the disclosure, publication or dissemination of its own Confidential Information, as long as those are reasonable safety measures;
- (3) use Confidential Information only when needed and appropriate to comply with the obligations emerging from this Agreement;
- (4) Compel their employees, consultants, agents, subcontractors and contracting parties to respect and force others to respect all Confidential Information relating to this Agreement;
- (5) Treat all information related to the Software's intellectual property (copyrights and/or patents) as Confidential Information.

Each Party will be totally liable for the acts and omissions of their contracting parties and employees when it comes to Confidential Information.

16.3 Compulsory Disclosure. Any of the Parties may disclose Confidential Information when said act is requested by virtue of law, by order of the courts or government authorities. The Party that shall disclose information must use all reasonable and commercial measures to: (a) make the other Party participate so it can anticipate the possible effects the disclosure may have; and (b) assist the other Party, at this Party's expense, in the protection of confidentiality. Any of the Parties may request the authorities to grant a provisional measure to limit and clarify such Confidential Information that the mentioned authority requests to disclose.

16.4 Notice. The Parties shall give each other notice as soon as possible in case of any suspicion, disclosure or loss of Confidential Information, with the exception of what is hereby authorized.

16.5 Returning Confidential Information. The Parties shall return all Confidential Information which is unnecessary for the execution of the Agreement, or upon execution of the Agreement.

16.6 Prevention Measure. The Parties acknowledge that the breach or omission of the parties' respective confidential information shall, given its nature or seriousness, create immediate and irreparable damages to the other Party, which are unlikely to be correctly cured and that, upon eventual breach or omission, in addition to all other legal or court solutions, the affected Party will be entitled to request a provisional measure in any court or venue without need of proving real damage or bond or other guarantee. If any court with jurisdiction shall state that any of the Parties to this Agreement has breached those obligations, the Party who has caused said damage accepts that it will not obstruct any court order.

16.7 Duration. The confidentiality obligations indicated in this clause shall remain in force and effect during the term of this Agreement and for 5 (five) additional years after its termination.

16.8 The CLIENT will refrain from disclosing to JANIS all and/or any Confidential Information the CLIENT owns which cannot be disclosed, authorizing JANIS, to such purpose, to use said Confidential Information in accordance with the present Agreement.

17. GENERAL PROVISIONS

17.1 The Parties agree on the fact that these General Provisions, together with the Order Form and the Annexes included there, summarize the whole agreement between the Parties concerning the subject matter of the Agreement, and which will prevail over any other negotiations, either oral or written, and other communications between the Parties concerning the topics hereby stated, and these documents may be modified or complemented only in writing and with the signature of the Parties.

17.2 The Agreement does not constitute a corporation, association or joint venture, collaboration agreement or any other kind of commercial or formal corporation or entity of

any kind. Each Party is independent and they do not exercise representation of the other Party for any purpose.

17.3 This Agreement has no exclusivity features; therefore, the Parties are free to enter into similar contracts with third parties or any other kind of agreement with the same purpose subject matter.

17.4 Each of the Parties commits to abide by international and national regulations concerning commercial loyalty, especially they commit not to contract, attract or make proposals of employment and/or contracts to employees and/or providers and/or service providers of the other Party, or encourage employees or service providers of the other Party to terminate their contracts with this Party as long as the Agreement is in force and for an additional term of 24 (twenty-four) months after the termination or resolution of the contract, under penalty of being forced to pay the other Party a penalty equivalent to 12 (twelve) times the value of the last pay received by the professional person, unless there exists an express authorization by the injured party.

17.5. All notices in compliance with the Agreement shall be given in writing and will be deemed as received by the recipient: (i) when they are delivered by hand to one of the recipient's representatives or by means of a registered letter, or (ii) when they are delivered through email, with confirmation of reception.

17.6. This Agreement replaces all and any other previous negotiation concerning the same subject matter.

18. TAXES

In the execution of the contents of the present Agreement, each Party shall bear all taxes that may accrue and that may be appropriate according to the Law.

19. ASSIGNMENT

19.1 The rights and obligations accepted by each one of the Parties by virtue of the present Agreement are non-transferrable, neither can they be the subject matter of an assignment to any third party without prior, express and written consent by the other Party. It is hereby stated that JANIS may freely assign and/or transfer the Agreement to any company of the same group, whether it is controlled by it or owned by the same controlling company and/or end beneficiaries of JANIS, without need of authorization by the CLIENT and with the obligation to proceed to give notice once the assignment is performed.

19.2 The CLIENT shall communicate the situation in which a shareholder assigns their share to a person or legal person who has activities which compete with JANIS, and JANIS shall be entitled to decide, unilaterally, to terminate the Agreement in accordance with the procedure stated in clause 13.3. In these cases, the CLIENT shall be forbidden to disclose any Confidential Information of the shareholder subject to the conflict which is connected to the present Agreement.

20. WAIVING OF RIGHTS

Lack of exercise, either in full or in part, by any of the Parties of any right or action, including termination of the Agreement by both or by one party, shall not be deemed as a waiver by such Party of the exercise of said right or action, neither shall it imply the exigence by the injured party of the compliance of the provisions of the Agreement to the breaching party.

21. NULLITY

Shall one or more provisions from this Agreement or any other instrument executed in connection with the Agreement be deemed null, this shall not affect the other provisions of the Agreement, which will be applied as long as they are valid in accordance with the law.

22. SEVERABILITY

Any provision of the present Agreement which is held to be void or unenforceable shall be ineffective to the extent of such nullity or unenforceability without invalidating the remaining provisions hereof. The Parties shall use all reasonable means to replace the void or unenforceable provision with a valid and enforceable one whose effect shall be the most similar to the void or unenforceable clause.

23. APPLICABLE LAW AND JURISDICTION

The Parties expressly agree that for the interpretation and execution of the present Agreement, common Spanish Civil-Law shall apply.

For the resolution of any dispute that may arise from the interpretation and execution of this Agreement, the Parties agree that disputes shall be resolved through Law Arbitration by an Arbitration Court of the JURISDICTION Stock Exchange, hereby waiving all rights to decline or extend said jurisdiction and/or challenge the court and/or appeal the arbitration award.

In witness whereof, the Parties sign the present Agreement in two counterparts with the same purpose, in the place and on the date mentioned above.