GENERAL TERMS AND CONDITIONS

The general conditions herein govern the procurement between DataSpurs S.L.U. (hereinafter "DataSpurs ") and the Customer on the purchase or acquisition of goods and/or services. The acceptance of this document by the Customer assumes that the Customer has read and understood the above. The Customer declares to be a company with sufficient capacity to contract and that he or she has the capacity to assume and assumes all the obligations herein.

These Terms may be modified. The Customer is responsible for consulting them each time a new procurement is made, as the terms applied shall be those in force at the time when a procurement of goods and/or services is requested. In case the Customer might have any questions related to the Terms, he or she may contact the owner using the following contact details:

finanzas@dataspurs.com

1. DURATION

This agreement shall go into effect on the date of receipt of the Customer's order or purchase order, or any other method of acceptance in writing and shall automatically terminate at the end of the services.

The obligations which, by their nature, must outlive the termination of the Agreement, such as those relating to confidentiality, accountability and intellectual property rights, shall remain in full force after the completion or termination of the Agreement for at least the time legally established or in its absence for one year.

2. CONFIDENTIALITY

DataSpurs assumes the confidentiality agreement towards its Customers and shall keep it secret, shall not disseminate nor use for itself the provided documents and the information disclosed that are both necessary for the development of the work offered, as well as that generated as a result of the same.

DataSpurs shall keep the documentation related to the contracted work until completion or until the time when, for any circumstance, the tasks cease. Upon completion of a project, DataSpurs may return to the Customer all the documents delivered by the Customer and must do so when the latter requests it.

DataSpurs shall not reproduce nor transmit any document or information to third parties without the explicit authorization of the Customer.

DataSpurs, S.L.U.
Avenida Ramon y Cajal 29
28016 (Madrid)
B87916631

This confidentiality agreement shall be extended to any other tasks additionally agreed by the parties. This agreement shall not apply to the information and processes to which DataSpurs legitimately accesses and independently of those provided by the Customer, either on the occasion of its own activity, or through third parties, or because they achieve the status of domain public. The confidentiality agreement assumed by DataSpurs equally covers the actions of all the personnel and collaborators who, under the direction of DataSpurs, participate in the development and execution of the project. DataSpurs shall adopt every reasonable effort to ensure, for the benefit of the Customer, the fulfilment of the commitments established herein.

Unless expressly authorized in writing by DataSpurs in its favour, the Customer undertakes not to use or disseminate, under any circumstances, other information or technical knowledge, specific to DataSpurs, to which he or she may have access as a result of the development of the contract.

DataSpurs shall manage its own resources and knowledge to obtain the results foreseen in the technical proposals. DataSpurs shall maintain the industrial property of the knowledge generated during the project. The Customer shall have commercial use of the results obtained.

The commitments established herein shall remain in full force and effect, not only during the term of the contract, but also after its termination, whatever the cause of it.

Notwithstanding the foregoing, the provisions of Organic Law 03/2018 of December 5 on the Protection of Personal Data shall apply, where appropriate, to those data relating to natural persons susceptible of protection that are in the documentation provided by the Customer.

3. NON-EXCLUSIVITY

Since DataSpurs carries out its activity for a broad range of Customers with a multi-sector nature and a diversity of activities of various kinds, it cannot guarantee to any current or future Customers, the exclusivity in advising a certain technological or consulting line. Consequently, unless there would be a deontological conflict, the acceptance of these conditions by the Customer empowers DataSpurs to develop services or projects for any company other than the Customer in any type of technological matter, even if it implies or presupposes carrying out our activities for Customers of the same sector of activity, who attend the same market as the Customer or one of its subsidiaries.

4. WORK COORDINATION

The direction and responsibility of each project by DataSpurs corresponds to a Project Manager, appointed by the management and who shall appear in the contract that DATASPURS signs with its Customers. He or she

DataSpurs, S.L.U.
Avenida Ramon y Cajal 29
28016 (Madrid)
B87916631

shall be the interlocutor of DataSpurs in front of the Customer and shall be in charge of informing about the evolution and progress of the entrusted tasks. The Project Manager shall attend to and resolve any questions that may arise regarding the organization and quality of the services provided to the Customer.

The management of the Customer company shall designate the person in charge of the project in the company, who shall be the valid interlocutor and with powers to resolve and decide with the Project Manager of DataSpurs those matters that are competence of the Customer.

The Project Manager shall assign a team of professionals that shall intervene in the entrusted project. The Project Manager or the DataSpurs Manager may modify the work assignment, informing the Customer accordingly.

5. PROJECT PROPOSAL

The quotation is calculated on the basis of the hours dedicated by the technicians to the project, the materials and equipment used, as well as the external expenses necessary for the development of the work.

Professional fees are calculated upon the basis of the dedicated hours employed by the professionals involved in the project. Each professional is assigned an hourly rate according to their category and experience, approved by the DataSpurs Management.

The external expenses that are consequence of the entrusted work, such as, inter alia, travel, accommodation, maintenance, messengers, translators, external collaborators, etc., shall be calculated and offered separately.

The internal expenses generated by the development of the entrusted work, such as: photocopies, bindings, faxes, telephone, videoconferences, etc., are included in the hourly rates.

6. OFFER AND ACCEPTANCE OF THE PROPOSAL

For each project requested by the Customer, DataSpurs shall prepare a technical formal proposal that shall be sent to the Customer by mail, fax or email.

The beginning of the work by DataSpurs shall only take place once the Customer has expressly accepted and signed the proposal, and duly communicated it to DataSpurs. The execution terms mentioned in the offer may be altered by DataSpurs when the acceptance occurs with a difference of more than 15 days after the date of the offer.

DataSpurs, S.L.U.
Avenida Ramon y Cajal 29
28016 (Madrid)
B87916631

Any modification of the initially agreed conditions must be notified to DataSpurs in writing.

The acceptance of the offer shall imply the acceptance of the present Contract General Terms and Conditions.

7. PAYMENT TERMS

All projects developed by DataSpurs shall be charged by bank transfer in no more than 60 days from the date of days from the date of issuance of the invoice, in the bank account designated by DataSpurs, without any exception, unless a specific agreement has been established between the client and DataSpurs in writing.

In general, the stipulations set forth in Law 15/2010 of July 5, 2010 on combating late payment in commercial transactions shall apply,

8. BILLING AND PAYMENT

The billing of the project shall be carried out in accordance with the stipulated in the technical proposal or in the contract formalized by DataSpurs with the Customer, which shall be in accordance with the milestones and phases that have been stipulated in the offer.

Once the invoice is issued, payment shall be made by bank transfer 60 days after the completion of the milestones or phases of the project that entitle it to be issued.

The invoiced amounts shall include the applicable taxes and in particular, where appropriate, the Value Added Tax. In general, in the absence of an express written agreement between the Customer and DataSpurs, the maximum payment period for the project shall be 60 days after the date in which DataSpurs has completed its tasks in accordance with the milestones and phases stipulated in the offer.

DataSpurs shall issue and send to its Customers the invoices corresponding to the completed milestones and phases during each month at the end of each month.

If a procedure of acceptance or verification has been legally or contractually provided for, by which the conformity of the service provided or project carried out with the provisions of the contract is to be verified, the invoice shall be issued immediately after acceptance or verification of conformity with the service provided, but payment deadlines shall remain linked to the completion of the work actually verified.

Accrual of late payment:

DataSpurs, S.L.U.
Avenida Ramon y Cajal 29
28016 (Madrid)
B87916631

The Customer obliged to pay the monetary debt arising as compensation in operations with DataSpurs shall be in default and must pay the interest according to law 15/2010, of July 5, automatically for the mere failure of the payment within the agreed period or legally established, without the need for expiration notice or any intimidation by DataSpurs.

Requirements for DataSpurs to fine for payment of arrears:

DataSpurs shall be entitled to interest for late payment when the requirements stipulated in law 15/2010, of July 5 are to be encountered.

Domain reservation clause:

In the relationship between DataSpurs and its Customers, DataSpurs shall retain full ownership of the contracted goods, services and projects until full payment of the price stipulated in the offer.

9. SOFTWARE SUBLICENSING TERMS And RENEWALS

These conditions apply in the event of software sublicense or resale of the services associated with the licenses, as well as renewals:

Sublicensing. DataSpurs grants the right to use the software licenses. DataSpurs will send an invoice with the full license fee and the initial and annual support fees at the date of delivery of the Software. Unless otherwise specified, such fees are non-refundable, non-contingent and non-cancellable. DataSpurs transfers all the terms of use of the licenses and services associated with them that are applied by the software manufacturer as listed in the following:

https://www.informatica.com/legal/informatica-license-services-agreement.html

In the case of renewals, the successive year fees for Support Services, Subscriptions and IPUs will be billed annually. DataSpurs will issue the corresponding “renewal proposal”, which will be sent approximately sixty (60) days before the start of each annual term. DataSpurs may increase the amount of the annual renewal fee by four percent (4%) over the annual basis of the previous years' fees, unless there is an express agreement between the parties, in which case the terms of this agreement shall prevail.

10. TERMINATION OF PROFESSIONAL SERVICE

DataSpurs reserves its right to interrupt the work agreed if the Customer does not honour its invoices within the

DataSpurs, S.L.U.
Avenida Ramon y Cajal 29
28016 (Madrid)
B87916631

established deadlines, in compliance with the legislation and the rules of applicable good business practices. This interruption may be applied to any of tasks that the Customer, its subsidiaries, associates, etc. have entrusted to DataSpurs until the moment in which all their pending accounts are settled. More than a month after a work is suspended, DataSpurs may definitively terminate the project or service contract, proceed to invoice the work carried out pending invoicing and initiate the claim for payment of invoices pending payment.

Under no circumstances the interruption of the work by DataSpurs shall mean the loss of confidentiality rights for the Customer and shall be communicated to the rest of the companies or entities that are involved in the project.

The agreed works may be interrupted by mutual agreement between the contracting parties, expressed in writing. Likewise, the maintenance of the suspension of the execution of the tasks for a time greater than the one established as the duration of the project, shall empower any of the parties to urge the cancellation of the works. In such cases, DataSpurs shall be paid for the work carried out to the Customer in execution of the contract, until the moment of cancellation, as well as any other amounts that, for the proper development of the agreed work, DataSpurs would have committed in favour of third parties.

The parties may modify the contract at any time by mutual agreement.

11. SPECIFIC CONDITIONS

These general conditions shall not prevent specific contract conditions being agreed between the Customer and DataSpurs in the corresponding technical proposal. In such case, the specific agreed conditions shall prevail over the general conditions, but these shall form the contract between the Customer and DataSpurs.

12. COMMERCIAL REFERENCE

The Customer authorises DataSpurs to state their company name and the company logo as a business reference as well as all the activities carried out by DataSpurs, respecting the legislation on intellectual property, trademarks, data protection and any other that could be applicable.

Point 1 of this contract shall prevail at all times, and confidential information shall not be disclosed in any way to any other person, whether it is legal or physical.

13. JURISDICTION

The parties shall make an effort to peacefully resolve any discrepancy that may arise from the interpretation or

DataSpurs, S.L.U.
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application of the contract or the proposal, in accordance with the principles of good faith and balance in the benefits that guide relations between the parties.

However, in the case an understanding shall not be reached, both parties expressly submit to the Courts of Madrid, waiving their own jurisdiction if another one corresponds to them.

Each party designates as residence, for all purposes, the one established in the contract or offer. Any modification thereof must be expressly communicated

14. DERIVATIVE RESPONSIBILITY

The Customer, insofar as he or she manages the activity, determines and approves the means of production, adaptation and commercialization of his or her goods and services, shall assume all responsibility derived from their manufacture or commercialization. DataSpurs, therefore, shall not assume any responsibility towards the Customer or third parties, and shall remain totally oblivious to any litigation derived from the exploitation of the outcome of the work.

The parties agree that the distribution of responsibilities between them shall be in accordance with the provisions herein.

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