

GENERAL TERMS AND CONDITIONS OF 17/03/2021**1. GENERAL**

- 1.1. The General Terms and Conditions govern the acquisition and use of services, software licenses, subscriptions, support and/or maintenance services (collectively called "Services") purchased from STRATIO (the provider of the Products and Services, issuer of this General Terms and Conditions and of the Subscription Agreement, SoW, or Quote). The contract incorporates the General Terms and Conditions and Other Terms of Service which the parties execute, as well as all policies available on the STRATIO website at stratioautomotive.com ("Website"), forming the entire contract between the parties on the subject matter of the contract, and superseding all prior contemporaneous contracts, representations, negotiations and proposals with respect to the subject matter of the contract.
- 1.2. The following General Terms and Conditions (the "GTC" or the "terms and conditions") apply to STRATIO and the company or any legal entity that accepts the contract (the "Customer"), or any affiliates indicated by the customer or any End Users of the Services to whom the Customer gives access.
- 1.3. Any terms and conditions of the customer conflicting with or deviating from these GTC shall apply only to the extent that STRATIO has expressly accepted them in writing.
- 1.4. GTC contains provisions that are common and apply to all commercial terms.
- 1.5. The terms and conditions form an integral part of the contract for all legal and contractual purposes. No service will be provided only under the GTC, which shall require the execution of one or more Subscription Agreements or any other mutually accepted documents (including SOWs) each of which is to be executed by both parties or only by the Customer, as applicable and, after such execution, the incorporation of the contract is made for all purposes.
- 1.6. The parties hereby agree that multiple Subscription Agreements relating to the Services or SOW may be carried out by the parties under these GTC.
- 1.7. Except where the context otherwise requires, any reference in this contract to a legal provision shall include such provision, as from time to time modified, re-enacted or consolidated.
- 1.8. The individual (s) executing the Contract, and all the documents incorporated in it, declare that they have the authority to bind the Customer to the Contract.
- 1.9. The Customer accepts that these or any other Terms and Conditions (GTCs, Policies and other materials published in our Website) may be modified from time to time, in which case STRATIO shall give a prior 30 days' notice to the Customer, before new Terms and Conditions enter in effect. During that period, the Customer has the right to refuse the modification(s), in which case STRATIO has the option to:
- accept the refusal of the Customer, hence the previous clauses will continue to apply or
 - terminate the contract.

2. DEFINITIONS

- 2.1. In this Contract, including the Subscription Agreement, where capital letters are used and unless the context otherwise warrants, the following terms shall have the meanings set forth below as follows:
- Additional services: services as described in Clause 6;
 - Aggregate data: data submitted, collected or generated by STRATIO regarding Customer's use of the Products, but only in aggregate and uncharacterized format, which cannot be specifically linked in any way to an individual;
 - API: Interface between STRATIO product (s) and Services and Customer or End User platforms to send collected and processed data to the Customer;
 - Billing Frequency: The frequency at which STRATIO invoices the Price to the Customer.
 - Business day: a day that does not include Saturday or Sunday, or any other day on which the main banks of Coimbra, Portugal are not open;
 - Cable: The cable used on customer vehicles that is manufactured to customer specifications and with a maximum length of 750mm;
 - Contract (s): The Subscription Agreement, SOWs, the General Terms and Conditions and the Other Terms and Conditions;
 - Confidential Information: All confidential information normally unknown outside of STRATIO's organization, including, but not limited to, i) Products, terms and conditions, software, electronic codes, inventions, enhancements, devices and research projects; ii) information on costs, profits, markets, investments, projects or investors; iii) business, marketing and strategic plans; iv) all information regarding STRATIO employees; v) STRATIO's intellectual property rights;

- Customer Data: any proprietary data, information or other material provided, uploaded, stored or submitted by the Customer or the End User through the Products, Services or any other means of communication;
- Date of entry into force: the date of execution of the Contract;
- Documentation: STRATIO official user documentation for the products (Datasheet, user manuals such as the Installation Manual);
- Equipment: All equipment, namely the Stratio Hardware defined in the subscription contract, belonging to Stratio except if otherwise agreed, and installed in the Customer vehicle (s);
- End Users: means users of the Services. End Users may include Customer, Customer's and its affiliate's employees, agents, subcontractors and customers of the Customer;
- Field Interventions: Technical Services provided by STRATIO, such as the installation of STRATIO Hardware, its deinstallation or reinstallation in the same or other vehicles according to the Field Interventions Price Table;
- Intellectual Property Rights: All rights in patents, patent applications, patent registrations, inventions and improvements, copyright, copyrighted works (including computer programs), including any software, firmware or source code, trade secrets, experience, database rights, drafts, and any other form of Intellectual Property Trademarks and other similar rights;
- Parties: STRATIO and the Customers and/or End Users;
- Price (or Fees): the amounts payable for i) Services ii) Additional Services as defined in each Subscription Agreement or Quote, iii) SOWs and iv) Equipment;
- Proprietary Information: Any information and any idea, regardless of format, tangible or intangible, relating in any way to STRATIO's business, or its employees, subcontractors, customers, consumers, suppliers or shareholders, which has been produced by STRATIO employee or subcontractor in the course of his work or provision of service, or otherwise produced or acquired by or on behalf of STRATIO;
- Purchase Order: a document or email sent by the Customer to STRATIO, subject to the same commercial terms of the Subscription Agreement, containing: Quantity of Services ordered, Price, payment Terms, Term and reference number and other relevant information. The Purchase order shall become part of the Subscription Agreement upon acceptance by STRATIO;
- Quantity: the number of Subscriptions contracted in a Subscription agreement;
- Renewal Term: the subsequent term(s) of the Subscriptions in relation to the Term. The Renewal Term starts automatically once the previous term of the subscription(s) is finished and shall last for the same number of months as the Term, unless otherwise agreed in the Subscription Agreement;
- Service (s): the set of services and products made available to the Customer and/or End Users hereunder and in accordance with the terms defined in the applicable Subscription Agreement, including maintenance and support services;
- SIM Cards: Communication SIM cards through which data is transmitted from STRATIO Databox for STRATIO Infrastructure that may be included in the STRATIO Hardware. When included, EU SIM Cards include communications within the European Union, Liechtenstein, Iceland, Norway and Switzerland ("EU territory");
- Source Code: STRATIO's software source code, which may contain reasonably clear and accurate annotations and programmer comments, has been documented in a professional manner that is: i) consistent with code annotation conventions and best practices in the software industry; and (ii) sufficient to independently enable a programmer of reasonable skill and competence to understand, analyze and interpret program logic, correct errors, improve, modify and support STRATIO software;
- SOW: a separate and mutually executed statement of work citing these GTCs and which, upon their mutual execution, will be integrated into and made part of the Contract;
- STRATIO Hardware (STRATIO Databox): The hardware component installed on each of the contracted vehicles that collects and sends vehicle data to STRATIO's infrastructure;
- STRATIO Infrastructure: Third party hardware, software, and services required to operate the

- STRATIO platform. It receives data from the STRATIO hardware installed on customer vehicles;
- bb) STRATIO Platform: The software platform provided by STRATIO to the Customer and for its End Users in a software as a service basis;
- cc) STRATIO Solution: STRATIO's fleet operations and maintenance management solution, which can consist of STRATIO Hardware, communication SIM Cards, STRATIO Platform, user documentation and the STRATIO Infrastructure;
- dd) Subscription Agreement (or Quote): the main agreement executed between the parties containing all the terms of service including but not limited to commercial terms, payment terms, conditions of installation and delivery and schedule for the provision of the service;
- ee) Term: The initial minimum duration of each Subscription, which is defined in the Subscription Agreement;
- ff) Trademarks: the trademarks, service marks, trademark applications and service marks, trade names, logos, insignia, symbols, designs or other marks that identify a Party or its products and services;
- gg) Units (or "Subscriptions"): the units of the Service that are, or become, active after the execution of the Contract.
- 2.2. Clause titles are included for convenience only and should not affect the interpretation of this Agreement.
- 2.3. These GTC are part of the Subscription Agreements thereof for all legal and contractual purposes.
- 2.4. In case of conflict between the Terms of the Subscription Agreement and the GTC, the Subscription Agreement shall prevail.
- 3. OBJECT**
- 3.1. Subject to the terms of this Agreement, including any limitations and restrictions set forth in the applicable Subscription Agreement and Documentation, STRATIO will provide the Services to Customer and its End Users which may, as set forth in the applicable Subscription Agreement, include:
- a) the non-exclusive, non-transferable right to use the STRATIO Platform through a supported web browser, for the applicable Term, for Customer's own business activity; and
- b) The lease or sale of STRATIO Hardware listed in the Subscription Agreement for Customer's or its End Users business activity.
- 3.2. The Parties agree and acknowledge that the terms and conditions set out in the applicable Subscription Agreement shall apply to any order and delivery under this Contract and that the Customer or any entity under the Customer's group shall place all orders for subscriptions to STRATIO by executing a Purchase Order under the applicable Subscription Agreement or executing the Subscription Agreement and sending it to STRATIO by e-mail or any other form agreed to by the Parties.
- 4. ORDERING, DELIVERY AND FIELD INTERVENTIONS**
- 4.1. The STRATIO Hardware, Platform Login details ("Logins") and other items shall be delivered to the Customer within the timeframe specified in the Subscription Agreement.
- 4.2. If STRATIO service includes hardware, the Customer's permanent loss of each hardware unit will be subject to a penalty, as per the Subscription Agreement Purchase Terms.
- 4.3. STRATIO may install, deinstall or replace the STRATIO Hardware at the Field Installation Fees contained in the Subscription Agreement. The Customer may also do so using the manuals provided by STRATIO, in which case STRATIO will not assume any warranty or liability for damage caused or resulting from improper installation or deinstallation or misuse of the services by the customer, or in case the aforementioned does not comply with all terms set forth in the manuals and other documentation. It is the customer's responsibility to verify and ensure their correct installation or deinstallation.
- 4.4. If STRATIO is required to install, deinstall or replace all or part of the STRATIO Hardware, the Customer shall have all applicable vehicles available for installation on the dates and locations agreed with STRATIO, otherwise additional charges may be applied to the Customer
- 4.5. The Customer must check if the Service is functional within 5 days after installation, otherwise STRATIO may charge for additional Field Interventions, if applicable.
- 4.6. At the end of the Contract for each unit, in case of non-renewal, the Customer undertakes to return all equipment to STRATIO, within a maximum period of 30 (thirty) days after the end of the Term for each unit. STRATIO shall charge a fee, as per the Subscription Agreement Purchase Terms, for each non-returned unit.
- 5. STRATIO PLATFORM**
- 5.1. Subject to the Customer and/or End Users complying with its obligations under this Contract, STRATIO shall create a master account for the Customer to access and use the STRATIO Platform and shall provide to the Customer login details for said account at a date to be agreed to by the Parties.
- 5.2. Notwithstanding the aforementioned the Customer shall not, unless otherwise agreed to by STRATIO in writing:
- a) use the STRATIO Platform to provide the Services to third Parties, other than its End Users;
- b) republish or redistribute any content or material from the STRATIO Platform to third parties;
- c) perform any modification to the STRATIO Platform;
- d) use the STRATIO Platform in any way that causes, or may cause, damage to the STRATIO Platform or impairment of the availability or accessibility to the STRATIO Platform;
- e) permit any unauthorized person other than the End Users, officers, employees, subcontractors and agents of the Customer to use and access the STRATIO Platform.
- 5.3. STRATIO shall use reasonable efforts to maintain the availability of the STRATIO Platform to the Customer, according to clause 7 "Maintenance and Support".
- 6. SERVICES, ADDITIONAL SERVICES OR QUANTITY EXTENSION**
- 6.1. Subject to the payment of the applicable Fees by the Customer, established in the Subscription Agreement or SOW, STRATIO shall provide to the Customer:
- a) the Services, including the maintenance and support services, better described in the applicable Subscription Agreement;
- b) certain Additional Services such as implementation, training, installation or data import services;
- c) additional quantity (ies) of Service (s) as better described in the applicable Subscription Agreement or Purchase Order.
- 6.2. If STRATIO provides the Services and the Additional Services foreseen in this Clause beyond those agreed in a Subscription Agreement or SOW, the Customer will pay STRATIO the then current applicable fees or a per vehicle fee for technical interventions as established under the applicable Subscription Agreement or SOW, unless otherwise agreed.
- 6.3. STRATIO reserves the right, at its own discretion, to limit the upload / download of data from the SIM Cards provided by STRATIO, if the excess of amount of Data transferred by a vehicle a) becomes economically unviable for STRATIO or b) is outside of the scope of the Service provided.
- 7. MAINTENANCE AND SUPPORT**
- 7.1. STRATIO will provide the following maintenance and support services for the services: i) upgrades; II) scheduled maintenance; III) incident management.
- 7.2. Contacts: The customer can contact the STRATIO maintenance and support team by phone to the support number provided by STRATIO or to customerfeedback@stratioautomotive.com or any other form of contact made available by STRATIO support team.
- 8. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**
- 8.1. Without prejudice to the rights granted to the Customer, where applicable, the Customer acknowledges and agrees that STRATIO shall retain all right, title, and interest, not specifically granted to Customer hereunder, in and to the Documentation, Intellectual Property Rights, whether registered or unregistered, Proprietary Information, Services, including but not limited to: the STRATIO Platform and any products related thereto or created, used, or provided by STRATIO for the purposes of this Contract, including any copies and derivative works of the foregoing.
- 8.2. Customer shall have no rights, express or implied, in the foregoing except those expressly granted by this Contract.
- 8.3. To the extent STRATIO or the Customer create any updates, derivative work, modifications or changes of any intellectual property owned by STRATIO or incorporating STRATIO Confidential Information, such updates, derivative work, modifications or changes of intellectual property will be owned solely by STRATIO.
- 8.4. STRATIO shall have the right to:
- a) modify the design, or discontinue development, production, license or distribution of any of the Services covered by this Contract, provided that (i) the Customer is given no fewer than 30 (thirty) days prior written notice of any Service discontinuance or modification and that (ii) STRATIO shall provide services and/or support for discontinued Services until the end of the Subscription Agreement Term but not, for the

- avoidance of doubt, on any Subscription Agreement Renewal Term
- b) use any ideas, know-how, concepts, data, information, including information delivered by the Customer to STRATIO, during and after termination of the Contract;
 - c) have different Prices in different Subscription Agreements, subject to the terms and conditions of this Contract, and modify it in case the Services provision becomes economically unviable to STRATIO, in which case the Customer, shall receive a written notice from Stratio and shall have 30 days to either i) accept the new Price ii) terminate the affected subscription agreements; and
 - d) announce new products to which the terms and conditions of the applicable Subscription Agreement do not apply, and which may be added to the Contract by execution of a new mutually agreed Subscription Agreement.
- 9. SOURCE CODE AND DERIVATIVE WORKS**
- 9.1. The execution of this Contract will not, except as otherwise agreed by the Parties in writing, result in the definite release or transfer of any Source Code owned by STRATIO.
 - 9.2. Notwithstanding, STRATIO may grant the Customer a perpetual, irrevocable, non-transferable, royalty-free, non-exclusive, worldwide, fully paid-up, non-sub licensable, internal-use-only license to the use of derivative works to the Software, which are created pursuant to this Contract; and may grant access to the Source Code, but only for purposes of i) creating and compiling such derivative works for internal testing or evaluation; and ii) correcting defects in such derivative works.
 - 9.3. Except as otherwise agreed by the Parties in writing, the Customer agrees that it shall not, nor allow any third party to, i) sublicense, sell or otherwise distribute the Source Code and/or any derivative works, in whole or in part, under any circumstances; ii) access and use the Source Code and/or any derivative works at a facility that is not a Customer-owned or leased facility; or iii) alter or remove the copyright notice contained in the Source Code.
- 10. RESTRICTIONS**
- 10.1. Except as expressly set forth in the Contract or expressly permitted by Law, the Customer shall not (and shall not permit any third party to), directly or indirectly:
 - a) create or attempt to, or aid or permit others to, create by reverse engineering, disassembly, decompile or otherwise, the internal structure, the source code, hardware design, or organization of any Services, copy, rent, lease, distribute, pledge, assign duplicate, modify, reproduce, translate, enhance or create derivative works of software included in any Services;
 - b) use any Services for the benefit of a third party other than its End Users;
 - c) remove or otherwise alter any proprietary notices or labels from any Services or any portion thereof;
 - d) use any Services to build an application, product or service that is competitive with any STRATIO product or service;
 - e) interfere or attempt to interfere with the proper working of any Product or any activities conducted by any Services; or
 - f) bypass any measures STRATIO may use to prevent or restrict access to any Services (or other accounts, computer systems or networks connected to any Services);
 - g) use any Services in a manner that violates any third-party intellectual property, contractual or other proprietary rights;
 - h) use any Services in a manner that violates applicable local, state, national and foreign laws, treaties and regulations (including those related to data privacy, international communications, export laws and the transmission of technical or personal laws).
- 11. CUSTOMER OBLIGATIONS**
- 11.1. Under the scope and the duration of the Contract, the Customer shall:
 - a) pay STRATIO the total amount of Fees;
 - b) be responsible for the integrity and condition of the Equipment installed in the Customer vehicles;
 - c) report to STRATIO all issues related to the Services and the use of the STRATIO Platform which cannot be solved by the Customer;
 - d) provide STRATIO with the relevant technical information or specifications to enable the provision of services by STRATIO and the Services to be appropriately configured;
 - e) provide the necessary access to the FMS ports of vehicles, essential for the provision of services, without any charge to STRATIO;
- f) accept that STRATIO may use the name of the Customer and its logo in its marketing and promotional materials;
 - g) give immediate notice to STRATIO, in case an equipment is stolen, lost or severely damaged in consequence of an accident or any other circumstance, with none of the mentioned circumstances being sufficient grounds for termination of the Contract;
 - h) not remove or modify any Marks, Equipment Identification, notices of any proprietary or copyright restrictions, or other markings or notices that appear on the Services and/or their packaging;
 - i) Verify that its vehicles are functioning properly, without any anomaly, at the end of any installation performed by the STRATIO team or any authorized STRATIO subcontractor.
- 12. FEES AND PAYMENT**
- 12.1. STRATIO will charge the Customer for the items mentioned in the Subscription Agreement at the Billing Frequency, Price and Terms set therein.
 - 12.2. The Price applies to the Quantity specified in the Subscription Agreement (s).
 - 12.3. All communications between STRATIO Databox and STRATIO Infrastructure occurring within EU territory are included in the Price. Any cost that results from communications made outside the EU will be additionally charged to the Customer, or data transmission will be blocked at the Customer's option.
 - 12.4. The Customer will reimburse STRATIO for:
 - a) pre-approved actual, reasonable and verifiable travel and accommodation expenses;
 - b) other ancillary expenses pre-approved by the Customer.
 - 12.5. The provisions of 12.4 - a) and b) apply only to the extent that the expenses provided for therein are incurred by STRATIO to perform the services and approved in advance by the Customer in writing (including by e-mail).
 - 12.6. Customer shall pay STRATIO the total amount of Fees for the Service (s), Subscription (s) and/or Additional Service (s) as set forth in each Subscription Agreement and/or SOW under a Purchase Order.
 - 12.7. Unless otherwise specified in the Subscription Agreement or SOW, all Fees shall be invoiced annually in advance, are non-refundable, not subject to set-off and all invoices issued under this Contract are payable in the currency set on the Subscription Agreement and/or SOW, within the period specified in the invoice from its date of emission.
 - 12.8. Past due invoices are subject to interest on any outstanding balance of 1.5% per month or the maximum amount permitted by law.
 - 12.9. The Fees specified in the GTC and/or any Subscription Agreement and SOW are exclusive of any sales, use, excise or similar taxes, namely V.A.T., and of any export and import duties, which may be levied upon or collectible by STRATIO as a result of the delivery of the Services to the Customer.
 - 12.10. All invoices issued by STRATIO will be sent by email to the contact provided by the Customer, unless otherwise specified by the Customer previously to the issuance of each invoice.
 - 12.11. Payments shall be made by the customer to the STRATIO bank account specified in each invoice
 - 12.12. All other expenses that are not established in the Contract shall be paid according to STRATIO's correspondent quote or price table, as applicable.
 - 12.13. If the Customer exceeds any applicable limitation set forth on a Subscription Agreement:
 - a) STRATIO shall invoice the Customer for such additional usage at the overage rates set forth on the Subscription Agreement (or if no overage rates are set forth on the Subscription Agreement, at STRATIO's then-current standard overage rates for such usage), in each case on a pro-rata basis from the first date of such additional usage from the end of the Subscription Agreement initial Term or then-current Subscription Agreement Renewal Term (as applicable); and
 - b) if such Subscription Agreement Term renews (in accordance with Clause 21), such renewal shall include the additional fees for such additional usage.
- 13. WARRANTIES AND REPRESENTATIONS**
- 13.1. Each Party represents and warrants to the other that:
 - a) it is duly incorporated, validly existing and in good standing, and has all requisite corporate power and authority to execute, deliver and perform its obligations under the Contract;
 - b) it is not in default or otherwise in non-compliance in any material respect with any contract, Contract or other arrangement, the termination of which might be reasonably expected to have a

- material adverse effect on a Party's ability to perform its obligations hereunder;
- c) there is no pending or anticipated claim, suit or proceeding that involves it that might adversely affect the performance of its obligations under this Contract;
 - d) it complies in all material respects with and is not in violation in any material respect of, any federal, state or local law, ordinance, code, order or governmental rule or regulation to which the Party is subject, including rules, regulations or orders of each regulatory authority;
 - e) the execution, delivery and performance of this Contract by the Customer does not conflict with any Contract, instrument or understanding, oral or written, to which it is a Party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other authority having jurisdiction over it.
- 13.2. To the maximum extent permitted by Law, and unless otherwise established under the applicable Subscription Agreement, no other warranties or representations concerning the subject matter of the Contract will be implied into the Contract or any related contract.
- 14. ACKNOWLEDGMENTS**
- 14.1. The Customer acknowledges that:
- a) complex software is never wholly free from defects, errors and bugs and vulnerabilities and subject to the other provisions of the Contract, STRATIO gives no warranty or representation that the STRATIO Platform is or will be wholly free from defects, errors and bugs and will be entirely secure;
 - b) except as expressly set out in this Contract, and to the maximum extent permitted by Law, all Products and Services are provided "as is" and "as available" and are without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose, and any warranties implied by any course of performance, usage of trade, or course of dealing, all of which are expressly disclaimed;
 - c) STRATIO does not guarantee that the outputs made available on the Platform through the Services are entirely accurate and/or calibrated against a certain standard (e.g for instance, but not limited to, that every vehicle technical issue is detected or predicted or that every alert about a technical issue with the vehicles is indeed a technical issue);
 - d) STRATIO does not warrant or represent that the STRATIO Platform will be compatible with any other software or systems.
- 15. CONFIDENTIALITY**
- 15.1. The Parties shall not directly or indirectly use for their own benefit, disclose or communicate to any persons, firm, company or other organization whatsoever any Confidential Information relating to the business of the other Party or to the business of any End Users, Customers, suppliers or shareholders of that Party obtained in the course of the Contract.
- 15.2. Disclosure of Confidential Information shall be limited by the Parties within the own organizations to directors, officers, partners and/or employees having a need to know and shall not disclose Confidential Information to any third party (whether an individual, corporation, or other entity) without the prior written consent of the other Party.
- 15.3. For the purpose of this Clause, the following information is not considered to be Confidential Information:
- a) information that was publicly known and made generally available in the public domain prior to the time of disclosure;
 - b) information which was known to a Party without breaching any contract to which it is a party and which it can so demonstrate;
 - c) information, which is required to be disclosed by law, by mandatory request of any court of competent jurisdiction, any competent judicial or administrative authority, or employees' representative bodies.
- 15.4. Following expiration or termination of the Contract, the Customer or End Users shall not, directly or indirectly, use or disclose any Confidential Information, except as expressly and specifically authorized in writing by STRATIO or otherwise established in the Contract.
- 16. CUSTOMER DATA AND DATA PROTECTION**
- 16.1. The Customer or the End User, as applicable, shall retain all rights, title and interest in its Customer Data, including all intellectual property rights therein.
- 16.2. Customer, not STRATIO, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Data (and without limiting the foregoing, Customer shall ensure that it obtains all consents necessary to allow STRATIO to use Customer Data as permitted herein).
- 16.3. STRATIO shall use commercially reasonable efforts to maintain the security and integrity of the STRATIO Platform and Customer Data.
- 16.4. STRATIO is not responsible before the Customer for unauthorized access to Customer Data or the unauthorized use of any Products unless such access is due to STRATIO's gross negligence or willful misconduct.
- 16.5. Customer is responsible for the use of all Services by any person to whom the Customer has given access to such Services, even if the Customer did not authorize such use.
- 16.6. Customer agrees and acknowledges that any Customer Data in STRATIO's possession may be irretrievably deleted if Customer's payments are 90 (ninety) days or more past due.
- 16.7. Customer hereby grants STRATIO a non-exclusive license to copy, reproduce, store, distribute, export, adapt, edit and translate Customer Data to the extent reasonably required for the performance of STRATIO's obligations under the Contract.
- 16.8. Notwithstanding anything to the contrary, the Customer further acknowledges and agrees that:
- a) STRATIO may use and modify (but not disclose) Customer Data for the purposes of
 - i. providing the Services to the Customer
 - ii. testing, improving and operating STRATIO's Services, and
 - iii. generating Aggregated Data;
 - b) STRATIO may freely use and make available Aggregated or made anonymous Data for STRATIO's business purposes.
- 16.9. Under the Contract, each Party will further have access to certain personal data from the other Party and its representatives, being that data processed on the basis of legitimate interests pursued by both Parties, for the purposes of the process of signature and management of the Contract as well as compliance with any applicable legal obligations. The personal data shall be stored while the contractual relationship between the Parties is in place and/or for the additional period deemed necessary in order to comply with the time limits provided by law and/or defend rights and interests in court proceedings. Both parties shall ensure to the data subjects the rights foreseen in the General Data Protection Regulation or any other applicable data protection regulations.
- 17. FORCE MAJEURE**
- 17.1. No failure or omission by either Party to carry out or comply with any of the terms and conditions of the Contract except for payment obligations, shall give rise to any claim against such Party or be deemed a breach of the Contract where such failure results from any cause beyond such Party's reasonable control, including, without limitation, the elements, fires, floods, earthquakes or other natural phenomena, vandalism, sabotage; power failure, denial of service attacks or similar attacks, internet failure, acts of war, acts of terrorism, riots, civil or public disturbances, strikes lock-outs or labor disruptions.
- 17.2. The Party affected by the event of force majeure shall give the other Party written notice thereof within 10 (ten) days after such event occurs.
- 17.3. If an event of force majeure disrupts or interferes with the Services, STRATIO shall endeavor to restore services as soon as reasonably possible.
- 17.4. In the event that force majeure shall continue for a period of 90 (ninety) days as of the date a Party not affected by said force majeure receives notice thereof, the Party affected by the force majeure shall have the right to terminate the Contract, with termination effective upon the expiration date of such 90 (ninety) day period.
- 18. LIABILITY**
- 18.1. To the maximum extent permitted by Law, except for the Parties' indemnification obligations, in no event shall either Party, nor its directors, officers, employees, agents, partners, customers, suppliers or content providers, be liable under contract, tort, strict liability, negligence or any other legal or equitable theory with respect to the subject matter of the Contract for:
- a) any lost profits, lost revenues, loss of reputation or goodwill, data loss, cost of procurement of substitute goods or services, or special, indirect, incidental, punitive or consequential damages of any kind whatsoever, substitute goods or services (however arising);
 - b) any bugs, viruses, Trojan horses, or the like (regardless of the source of origin); or,
 - c) any direct damages in excess of (in the aggregate) the Fees paid (or payable) by the Customer to STRATIO hereunder in the 12 (twelve) months prior to the event giving rise to a claim hereunder.

- 18.2. The foregoing exclusions shall not apply to
- a) damages caused by willful misconduct, gross negligence; and,
 - b) infringement by a Party of the other Party's Intellectual Property Rights, proprietary or Confidential information.
- 19. INDEMNIFICATION**
- 19.1. Each Party ("indemnitor") shall defend, indemnify and hold harmless the other Party its affiliates and each of its and its affiliates' employees, subcontractors, directors, clients and representatives (collectively, the "Indemnitee") from all liabilities, claims, and expenses paid or payable to an unaffiliated third party (including reasonable attorneys' fees) ("Losses"), that arise from or relate to any claim that (i) Customer Data or Customer's use of the Services (in the case of Customer as Indemnitor), or (ii) the Services (in the case of STRATIO as Indemnitor), infringes, violates, or misappropriates any third party intellectual property or proprietary right.
- 19.2. The foregoing obligations do not apply with respect to any Services or any information, materials or data to the extent these were (i) not created or provided by STRATIO (including without limitation any Customer Data), (ii) made in whole or in part in accordance to any Customer specifications, (iii) modified after delivery by STRATIO, (iv) combined with other products, processes or materials not provided by STRATIO, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) Customer's use of the Services is not strictly in accordance herewith.
- 20. SUSPENSION OR LIMITATION**
- 20.1. STRATIO may suspend or limit the Customer's access to or use of the Services if:
- a) Customer's payment of Fees/Costs is past due;
 - b) any problem or issue arises, particularly in STRATIO Platform and STRATIO Servers, or if Customer's use of the Services results in (or is reasonably likely to result in) damage to or material degradation of such Services to other customers provided that in this case:
 - i. STRATIO shall use reasonable good faith to work with the Customer to resolve or mitigate the damage or degradation in order to resolve the issue without resorting to suspension or limitation;
 - ii. prior to any such suspension or limitation, STRATIO shall use commercially reasonable efforts to provide notice to Customer describing the nature of the damage or degradation; and
 - iii. STRATIO shall reinstate the Customer's use or access to such Services, as applicable, if the Customer remediates the issue within 30 (thirty) days of receipt of such notice.
- 21. TERM AND TERMINATION**
- 21.1. The Contract shall be effective as of the signature date of the Subscription Agreement or the SOW.
- 21.2. Upon execution of a Subscription Agreement or Quote, the Term shall continue and last until expiration of all Subscription Agreements Terms.
- 21.3. Each Party may terminate the Contract with immediate effect by giving written notice to the other Party where the other Party commits a breach of a material provision of the Contract and that breach is either incapable of remedy, including, but not limited to, confidentiality obligations, or provided that the breaching Party does not materially cure such breach within 30 (thirty) days of receipt of such notice.
- 21.4. STRATIO may also, to the maximum extent permitted by Law, immediately terminate the Contract in event of:
- a) any sale, transfer or relinquishment, voluntary or involuntary, by operation of law or otherwise, of any substantial interest in the direct or indirect, ownership of the Customer;
 - b) the appointment of an assignee, referee, receiver or trustee for Customer under insolvency law or the liquidation or dissolution of the Customer for any cause, to the extent permitted by Law;
 - c) conviction of the Customer or any Director of the Customer for any crime that may affect, in any way, the performance of this contract
 - d) any acts by the Customer which (in the sole opinion of STRATIO) are dishonest, fraudulent, represent a conflict of interest or which could impair the business, name or goodwill of STRATIO or any other similar act of misconduct by the Customer or act adverse to the business interests of STRATIO.
- 21.5. This Contract may be terminated at any time by mutual consent of the parties hereto, provided that such consent
- to terminate is in writing and signed by each of the parties hereto.
- 22. EFFECT OF TERMINATION**
- 22.1. Upon termination of this Contract, irrespective of the cause, the Customer shall, unless otherwise agreed between the parties:
- a) immediately pay STRATIO all amounts due, including the Fees and/or, where applicable, the Price;
 - b) discontinue all use, directly or indirectly, of STRATIO Services, Documentation, Intellectual Property Rights or Marks and shall certify in writing to STRATIO that all devices or other materials in or upon which any such trade names or any other names, were approved or are used in connection with its business have been removed, obliterated or otherwise terminated, and
 - c) promptly return to STRATIO all Confidential Information (and all copies, duplicates, summaries, abstracts or other representations of any such Confidential Information or any part thereof, in whatever form) that is in its possession or control.
 - d) Return, within 30 (thirty) days after the termination of the contract, to STRATIO, all the Equipment belonging to STRATIO, namely the STRATIO Hardware, cables or other equipment. For this purpose, STRATIO undertakes to:
 - i. Send, upon contract termination, the manual for uninstallation, packaging, and other details for sending the Equipment.
 - ii. Support all costs of shipping the Equipment to STRATIO's facilities including packaging, and transport insurance associated with the shipment.
- 22.2. Failure to return the Equipment as referred to in clause d) of clause 22.1 implies the payment to STRATIO of the amount referring to the Equipment not returned as defined in the Subscription Agreement or Quote.
- 22.3. Notwithstanding anything herein to the contrary, all provisions of this Contract which by their nature should survive termination, including, without limitation, accrued payment obligations, ownership provisions, warranty disclaimers, indemnity and limitations of liability, shall so survive and continue to have effect.
- 23. NOTICES**
- 23.1. Any and all notices or other communications or deliveries required or permitted to be provided under this Contract shall be in writing and sent by e-mail and shall be deemed to have been duly given and effective on the date that the email is received.
- 23.2. However, if the time of deemed receipt of any notice is not before 5.30 p.m. local time on a Business Day at the address of the recipient it is deemed to have been received at the commencement of business on the next Business Day.
- 24. MISCELLANEOUS**
- 24.1. The parties accept that this Contract:
- a) Represents the full agreement between the Parties regarding the subject of this agreement;
 - b) Replaces and cancels all previous negotiations, understandings and contracts between the parties in relation to the matter.
- 24.2. This Contract may not be terminated, modified or amended in whole or in part, except by written amendment signed by the parties or their duly authorized representatives. Nevertheless, STRATIO may change its Terms and Conditions periodically on its website as described on clause 1.9.
- 24.3. No waiver by any of the parties of any default shall be deemed to be a waiver of prior or subsequent delinquency of the same or other provisions of this agreement.
- 24.4. This Contract is a personal contract that cannot be transferred or assigned by the customer in whole or in part without the prior written consent of STRATIO.
- 24.5. The relationship between the parties under this agreement cannot be construed as that of an employer and employee, nor as a partnership, joint venture or agency contract of any kind.
- 24.6. To the extent permitted by law, the Customer agrees that during the term and for one (1) year immediately after termination of this agreement, the Customer must refrain from requesting or contacting any STRATIO employee with the intent to induce or encourage Employee to interrupt or restrict any work link with STRATIO.
- 24.7. If any clause or provision of this agreement is deemed invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other clause or provision, and such provision or Invalid disposition shall be deemed to be excluded from the contract.
- 25. COUNTERPARTS AND ELECTRONIC SIGNATURES**

- 25.1. The Contract, through the Subscription Agreement, is executed by the Customer, which when executed shall be deemed to be an original.
 - 25.2. Signatures to the Contract transmitted by facsimile or electronic transmission shall have the same legal validity, enforceability and effectiveness as manually executed signatures to bind the parties to the Contract.
 - 25.3. The validity, enforceability and effectiveness of any digital or electronic signatures in binding each of the parties to the Contract shall not be affected if their expiry date is reached and in case of non-renewal
- 26. GOVERNING LAW AND JURISDICTION**
- 26.1. The Contract shall be governed and construed in accordance with the laws of Portugal.
 - 26.2. Any disputes arising from the Contract shall be settled by the judicial courts of Coimbra, Portugal, as the Parties expressly waiving the competence of any other court.