

## General Terms and Conditions of Contract and Use

### ForceManager

#### 1. LEGAL INFORMATION

These General Terms and Conditions of Contract and Use (hereinafter, the "Conditions") of TRITIUM SOFTWARE, S.L., a Spanish company with registered office in Barcelona, Josep Irla i Bosch, 1-3, 2ª planta and Corporate Tax Code (C.I.F.) B64685092, filed with the Trade Register of Barcelona under volume 42,996, folio 95, page B-358.508 (hereinafter, "TRITIUM SOFTWARE" or the "Company"), regulate the use of the services provided through the *ForceManager* solution (hereinafter, "ForceManager" or "the Solution") made available by TRITIUM SOFTWARE to its users and clients via website access at the Internet portal <https://forcemanager.net/> (hereinafter, indistinctly referred to as the "Website" or the "Site"), via iOS or Android, online or offline and via the desktop application.

Use of the Website and of ForceManager attributes the status of user (hereinafter, "User") and purchase of the Services, as these are defined later herein, attributes the status of client (hereinafter, "Client") and entails acceptance of the present Conditions. Certain services or functionalities of the Solution may be subject to specific conditions that may modify or complement these Conditions, as the case may be, and they shall be held as accepted by Users and/or Clients when starting to provide said service or starting to use the respective functionality.

TRITIUM SOFTWARE reserves the right to modify the content and settings of the Website, the Solution and the services provided at any time, without notice. Users and Clients should read these Conditions carefully.

By clicking and indicating your acceptance or by accepting a purchase order for the Services, as these are defined later herein, the Client and User accept these Conditions regulating the use of the Services. Furthermore, registering for or using the Solution entails full acceptance of these Conditions and of the ForceManager privacy policies posted on <http://forcemanager.net/es/info/privacidad/> (hereinafter, the "Privacy Policy"). For the sake of clarification, if the Client purchases the Services, as these are defined later herein, directly to a company within Tritium Software, S.L.' group, as listed in the Privacy Policy (section "*Whom we share your data with?*"), the present Conditions shall apply *mutatis mutandis*.

Finally, in case that the Client purchases the Services through an authorized Reseller, the present Conditions shall apply, except for those aspects regarding payment, billing terms, notifications and technical assistance services, which due to the commercial agreement between the Reseller and the Client are not applicable to the Client.

#### 2. SERVICES

##### 2.1. Description of the services

TRITIUM SOFTWARE makes available to the Client, through the Solution, a set of sales force management services. These are set out in detail at <http://www.forcemanager.net> or another similar URL that may be provided by TRITIUM SOFTWARE (hereinafter, the "Services"). The Services are provided online through the Web application, through mobile devices, both online

and offline, and through the desktop application. The Solution shall permit the use of an interface based on different desktop, tablet, website and mobile applications, and data ciphering, transmission, access and storage. The Services are provided in various editions and packets which may differ considerably in terms of their functionalities. Please visit our Website to see the differences between the different editions.

## **2.2. Data included in the service provision**

The Solution allows the Client to process the information based on (i) the User's sales activity times, (ii) their geographical location, (iii) communications received or sent by a User, (iv) date, duration and person making or receiving the telephone calls, (v) voice commands sent to the Solution, (vi) photographs provided by the User and all other information related to their sales activity (hereinafter, the "**User Data**"). The Client and, as applicable, User, may cancel these functionalities at any time by editing the settings of the device or by contacting TRITIUM SOFTWARE. Likewise, the Client may register for new functionalities by contacting TRITIUM SOFTWARE, in which case a new estimate shall be provided and the User shall be informed.

In addition, for the effective provision of the Services and functioning of the Solution, the Client and/or each User may send all the data, information or materials they consider convenient to the Solution, including third-party (and in particular, potential customers or clients of the Client) data, information or materials (hereinafter, the "**Third Party Data**"). User Data and Third Party Data shall be referred jointly to as "**Data**". For the sake of clarification, Data includes all Data dumped in the Solution (except the contact and billing data of the Client itself). In all cases, the data sent to the application by the Client and/or User shall comply with these Conditions and with the Privacy Policy. TRITIUM SOFTWARE shall only share Data under the terms set out in the Privacy Policy.

The Client shall also guarantee it has the respective authorization to manage Third Party Data through the use of the Solution.

By ticking the box enabled for these purposes, the Client agrees to regularly receive from TRITIUM SOFTWARE marketing communications related to the Company's products and services, and Newsletters from TRITIUM SOFTWARE with news and updates related to sales, technology and the Client's sector. The Client may at any time inform TRITIUM SOFTWARE that it does not wish to receive the above communications by sending an email to [newsletter@forcemanager.net](mailto:newsletter@forcemanager.net).

## **2.3 Modifications**

TRITIUM SOFTWARE may make any changes, modifications and adjustments it considers reasonable to the Services whenever it thinks fit. In the event of making any substantial change to the Services, TRITIUM SOFTWARE shall notify the Client in advance.

# **3. OBLIGATIONS OF THE CLIENT**

## **3.1. Compliance with the Conditions**

The Client and the User hereby undertake to use the Services in accordance with the terms set out in these Conditions. TRITIUM SOFTWARE may, if it considers it necessary, provide additional applications, characteristics or functions through the Services, the use of which may be subject to additional conditions that must be accepted by the Client and, as applicable, by the User.

### **3.2. Conditions of use and restrictions**

The Client and the User shall comply with the conditions of use and restrictions related to the use of the Services established by TRITIUM SOFTWARE at all times, including, among others: (i) technical and implementation requirements of the Solution; (ii) directives related to the treatment of trademarks held by TRITIUM SOFTWARE for the Services; (iii) terms of use and privacy policy of the Website and (iv) data protection requirements of TRITIUM SOFTWARE.

### **3.3. Permitted Use and Restrictions in Use**

The Client and the User agree to use the Services solely in accordance with these Conditions and with current law. The Client and the User also undertake not to take part in any activity that interferes with the Services, the servers or the networks connected to the Services, or that could interrupt them. In addition to being regulated by these Conditions, the use of certain specific services of TRITIUM SOFTWARE by the Client shall be governed by the specific policies or directives submitted to the Client on registering or accessing the services in question and specifically incorporated at the time of acceptance by the Client.

Unless agreed by TRITIUM SOFTWARE in writing, neither the Client nor the User shall carry out any of the following activities. The Client shall ensure that the User complies with the terms specified herein, and shall make every reasonable effort to ensure that no third party carry out any such activities:

(i) use the Solution in such a way that it could be harmed, disabled, overloaded or damaged, or use it in a way that could interfere with the use and enjoyment of the Solution by third parties; (ii) eliminate, hide or alter any warning contained in the Solution related to author's rights, trademarks or other warnings related to property rights; (iii) send spam, duplicate emails or unsolicited emails that contravene the applicable legislation; (iv) send or store illicit, obscene, threatening, defamatory, illegal or offensive material, including material that is harmful to children or that infringes the privacy rights of third parties; (v) send or store material containing software with viruses, worms, Trojan horses or malicious codes, files command sequences and malware; (vi) interfere with or harm the integrity or performance of the Services, the Solution or the data they contain; and (vii) attempt to obtain unauthorised access to the Solution or to any related systems or networks.

### **3.4 Management of the Services by the Client**

The Client shall receive a username and password which it shall use to manage the Client's accounts. The Client is responsible for guaranteeing the confidentiality of the password and account, and to that end the Client shall designate the employees authorised to access the account and shall restrict the scope of that authorisation to complying with the assigned tasks, for all activities carried out in relation to the Client's account. The Client agrees to immediately inform TRITIUM SOFTWARE of any unauthorised use of or access to the Services, the Solution, the password or the Client's account, or any other security breach. TRITIUM SOFTWARE declines and shall not accept any responsibility for losses or damages arising due to the Client's failure to observe the security obligations. The Client recognises and accepts that TRITIUM SOFTWARE shall not be held responsible in any way or under any circumstances for any action, omission or negligence on the part of the Client or any User, including damages resulting from such actions, omissions or negligence.

### **3.5. Responsibility of the Client and consent of the User**

The Client administrator has the authority to access, supervise, use or reveal User and Third-Party Data in the Users' accounts, and the Client is considered the data controller. The Client is the only responsible for all obligations arising from its status as data controller, holding TRITIUM SOFTWARE entirely harmless in the event of any claim.

Likewise, the Client and the User are aware that in the event of the Client having registered for this functionality, any User may access and supervise any data in the accounts of any other User, given that all Users are visible in the accounts of other Users. The Client guarantees it has the express consent of the Users to permit that functionality. The Client and, as applicable, the User, may cancel these functionalities at any time by editing the settings at device level or by contacting TRITIUM SOFTWARE.

### **3.6. Unauthorised use**

The Client shall make its best efforts to prevent and cancel any unauthorised use of the Services. The Client shall immediately inform TRITIUM SOFTWARE of any unauthorised use of or access to the Service that comes to its notice.

### **3.7. Conditions applicable to the User**

The Client admits that it shall be responsible for all activities carried out in its Client account and that its Users are subject to the present Conditions in relation to each of the Service components.

In the event that the Client is made aware of any infringement of these Conditions in aspects applicable to Users, or of any other Service or policy conditions applicable by a User, the Client undertakes to (i) notify it to TRITIUM SOFTWARE as soon as possible, and (ii) immediately suspend or cancel the account of that User, unless TRITIUM SOFTWARE agrees otherwise in writing (even by email). At the request of TRITIUM SOFTWARE, the Client shall immediately suspend or cancel any User account or administrator access to the Service in response to an infringement of the terms of use or the policy applicable by a User. TRITIUM SOFTWARE reserves the right, at its discretion, to suspend or cancel the User Account of any User.

### **3.8. Account information and data**

TRITIUM SOFTWARE is not the owner of the data, information or materials sent by the Client and/or User to the Services and to the Solution during their use (the "User and Third-Party Data"). The Client, and not TRITIUM SOFTWARE, shall be solely responsible for the accuracy, quality, integrity, lawfulness, reliability, suitability and intellectual and/or industrial property rights in the use of the Data, and TRITIUM SOFTWARE shall not be held responsible for deletion, correction, destruction, damage, loss or error arising in the storage of the Data and of any data in general uploaded to the Solution.

If requested to by the Client on the termination of the Service contract, TRITIUM SOFTWARE shall provide the Client with a file containing the Data (owned by the Client) no later than thirty (30) days after the termination of the Services.

### **3.9. Interaction with third parties**

While using the Services the Client may share correspondence, purchase goods and services or take part in promotions of advertisers or sponsors offering their goods and/or services through the Services.

All of the above activities and all conditions, representations or guarantees related to such activities are exclusively between the Client and those third parties. TRITIUM SOFTWARE and its distributors decline all responsibility derived from such correspondence, purchases or promotions between the Client and those third parties.

TRITIUM SOFTWARE does not endorse any Internet website accessed through the Services. TRITIUM SOFTWARE offers these links to the Client for its convenience and under no

circumstances shall TRITIUM SOFTWARE or its distributors be held responsible for the content, products or any other materials made available through those links.

TRITIUM SOFTWARE provides the Services to the Client in accordance with these Conditions. Nonetheless, the Client recognises that other parties providing software, hardware or additional services may require the Client's acceptance of another or an additional licence, or other conditions in order to use or access said software, hardware or services.

#### **4. BILLING AND PAYMENT**

##### **4.1. Free trial periods**

In those conditions in which initial free trial periods are applied, no charge shall be made during such periods. If the Client decides to cancel the Services before the end of the trial period, no charge shall be made.

##### **4.2. Payment method**

Payments shall be made in the manner set out in the service proposal accepted by the Client (hereinafter, the "Proposal"). The Client shall pay the amounts indicated in the Proposal (hereinafter, the "Amounts").

The billed amounts shall be paid at the beginning of the period during which the Client receives the Services and with the frequency agreed in the Proposal. The payment obligations may not be cancelled and no amounts already paid shall be refunded. The Client is responsible for paying all User licences requested for the entire licence period established in the Proposal (the "Licence Period"), regardless of whether or not they are in use.

##### **4.3. Invoices**

The Client shall provide complete and precise billing and contact information to TRITIUM SOFTWARE. Such information includes the name of the company, bank account number or credit card (as may apply), postal address, email address, name and telephone number of an authorised contact person for the billing, intracommunity VAT number (as may apply) and Client administrator data.

The Client agrees to update this information within ten (10) days after any modification. If the contact information provided is false or fraudulent, TRITIUM SOFTWARE reserves the right to deny access to the Service and to take any other legal action it considers appropriate.

If the Client considers that the invoice is incorrect it shall contact TRITIUM SOFTWARE or its distributor in writing, no later than seven (7) days after the date of the invoice, in order to have the amount corrected or receive a refund.

##### **4.4. Changes in the number of licences**

The Client may request additional licences at any time, which shall be subject to the present Conditions.

The Client may also reduce the number of User licences by sending an email to TRITIUM SOFTWARE at least thirty (30) working days before the start of the next Licence Period.

##### **4.5. Changes in the Services plan**

If the Client requests an *upgrade* of its current Services plan, the amount of that *upgrade* shall be that set out in the Proposal, apportioned in accordance with the remainder of the Licence Period.

On the contrary, the Client may not request a *downgrade* of its Services plan during the Licence Period. Any *downgrade* requested shall only be applicable at the end of that period. It may be also requested by sending an email to TRITIUM SOFTWARE at least thirty (30) working days before the end of the Licence Period.

#### **4.6. Rate for the storage of additional data**

The storage space offered by TRITIUM SOFTWARE to the Client free of charge is 1GB in a database and 500MB in documents per User Licence, for any ForceManager edition or packet.

If the amount of disk space required by the Client exceeds the limits established in the preceding section, TRITIUM SOFTWARE reserves the right to charge the Client the storage rate in force at that time. TRITIUM SOFTWARE shall try to notify the Client, if possible, when the average storage used per licence reaches approximately ninety per cent (90%); but if TRITIUM SOFTWARE fails to notify this situation, this does not release the Client from its responsibility and obligation to pay all additional storage charges.

TRITIUM SOFTWARE reserves the right to establish or modify its habitual procedure and the restrictions in relation to storage of Data at any time. TRITIUM SOFTWARE shall do its best to notify the Client of such changes.

#### **4.7. Default**

TRITIUM SOFTWARE reserves the right to suspend or cancel these Conditions and hence access to the Services by the Client if the latter delays payment for a period of more than sixty (60) days after the due date.

Accounts with payment delays shall be subject to a monthly interest of 1.5% applied to the outstanding balance, in addition to all the necessary collection charges. Such interest may not be divided into fractions and a single day of delay shall give rise to the application of the total interest amount.

If the Client or TRITIUM SOFTWARE decide to terminate access to the Services, the Client is obliged to pay the outstanding account balance.

TRITIUM SOFTWARE reserves the right to charge a reconnection fee in the event that the Client has been suspended and subsequently requested access to the Service.

### **5. TAXES**

The established prices for the Services do not include taxes, rates or other similar surcharges of any kind, including, among others, VAT, sale or use tax or withholding tax established by current law (all these are jointly referred to as "Taxes"). The Client shall be responsible for paying the Taxes and may not make payments to TRITIUM SOFTWARE for the Services that include Taxes deductions.

## **6. SUSPENSION AND INTERRUPTION OF THE SERVICES**

### **6.1. Suspension/interruption of User Accounts by TRITIUM SOFTWARE**

In the event that the Client breaches these Conditions, or if, after a previous request from TRITIUM SOFTWARE, the Client has not taken the necessary steps to remedy that breach within

ten (10) days, TRITIUM SOFTWARE reserves the right to suspend the Services, without prejudice to what is set out in Clause 12 of the present Conditions.

Furthermore, if TRITIUM SOFTWARE becomes aware of any breach of these Conditions by the User, it may request the Client to suspend the Account of the User in question. If the Client fails to comply with that request made by TRITIUM SOFTWARE, the latter may suspend the User Account. Said suspension shall not be lifted until the User in question has remedied the breach giving rise to the suspension.

#### **6.2. Availability of and Access to the Services**

TRITIUM SOFTWARE shall provide permanent availability and access to the Services except in cases in which, due to circumstances beyond its control, the Services must be suspended or interrupted, in which case the Client shall be duly informed. Such interruptions may be due to third parties on which the Services provision depends, such as Amazon Web Services (AWS), Signaturit, IBM and other external service providers.

#### **6.3. Emergency security incidents**

In the event of an emergency security incident, TRITIUM SOFTWARE may automatically suspend the use of the User account. The duration and scope of the suspension shall be the minimum necessary to prevent or resolve the emergency security incident. If TRITIUM SOFTWARE suspends a User account for any reason without notifying the Client in advance, TRITIUM SOFTWARE shall inform the Client of the reason for the suspension as soon as is reasonably possible, if the Client so requests.

### **7. INTELLECTUAL AND/OR INDUSTRIAL PROPERTY RIGHTS**

Unless expressly provided for in this document, these Conditions do not guarantee either Party any right, implicit or otherwise, over the content or over any intellectual and/or industrial property right of the other Party. In this regard, TRITIUM SOFTWARE holds all intellectual and/or industrial property rights over the Services.

TRITIUM SOFTWARE and its providers shall retain ownership over all rights, titles and interests, including, among others, all intellectual and/or industrial property rights (by virtue of that set forth below) related to the Services and the Solution, and all work or improvements arising from the same, including, without limit, software, technology, information, content, materials, directives and documentation. The Client shall not acquire any right, title or interest contained therein, except for the rights of limited use expressly established in these Conditions. Any right not expressly granted in this document shall be deemed not granted. TRITIUM SOFTWARE is not the owner of the third-party content used as part of the Services, including the content of the communications appearing in the Services. The title of ownership and intellectual and/or industrial property rights of the content accessed through the Services belongs to the owner of the content in question and may be protected by intellectual property or other applicable laws. The Client undertakes not to carry out, or allow others to take the following actions: (i) adapt, translate or modify the Solution; (ii) decipher, decompile, dismount, apply reverse engineering or make any other attempt to decipher the source code or software objects of the Solution, unless the applicable laws prohibit such restrictions; (iii) copy the Solution; (iv) use the Services for high-risk activities or (v) grant under licence, provide, sell, rent or lease the Services or any of their components. All third-party source codes included in each of the Service applications may only be used together with that Service application and use thereof shall be subject to the present Conditions.

IT IS FORBIDDEN TO USE, COPY, TRANSFER OR MODIFY THE SOLUTION (INCLUDING INTELLECTUAL AND/OR INDUSTRIAL PROPERTY RIGHTS OVER THE SAME) OR ANY PART OF IT, EXCEPT IN CASES IN WHICH THIS IS EXPRESSLY PERMITTED BY THESE CONDITIONS.

**7.1. Distinctive trademarks and titles**

For the purposes of these Conditions, “Distinctive Trademarks and titles” refers to commercial names, trademarks, service marks, logos, domain names and other distinctive trademark elements of each Party, respectively, protected by that Party at any time. Neither Party may display or use the Distinctive Trademarks and titles of the other outside the scope of what is set forth in these Conditions without the previous written consent of the other Party. Unless expressly indicated, neither Party shall grant or the other acquire any right, title or interest, including among others, any implicit licence over any Distinctive Trademarks and titles of the other Party. All rights not expressly granted shall be deemed not granted. Any use of the Distinctive Trademarks and titles of the Client by TRITIUM SOFTWARE shall be made to the benefit of the Client and any use of the Distinctive Trademarks and titles of TRITIUM SOFTWARE by the Client shall be made to the benefit of TRITIUM SOFTWARE. The Client shall not violate or cooperate with others to violate the Distinctive Trademarks and titles of TRITIUM SOFTWARE or the registration thereof and shall not try to register the Distinctive Trademarks and titles of TRITIUM SOFTWARE or domain names that are similar to those of TRITIUM SOFTWARE and could lead to confusion.

**7.2. Restriction on the use of Distinctive Trademarks and titles**

The Parties may revoke each other’s right to use their Distinctive Trademarks and titles pursuant to these Conditions by sending a written notification to the other Party, who shall immediately stop using them.

**7.3. Open-source Software and Third-party Software Libraries**

The Website and the ForceManager Solution may include open-source software or third-party software libraries. Open-source software and/or third-party libraries shall be regulated by their own terms and conditions and the User shall be subject to the terms and conditions of the respective licence in relation to using such software or libraries. The User agrees to comply with all the above-mentioned licenses.

**8. CONFIDENTIALITY**

Each Party shall (a) protect the Confidential Information of the other Party using the same standard protection measures it uses to protect its own Confidential Information and shall (b) only reveal the Confidential Information to its employees and representatives when this is strictly necessary and provided they have agreed in writing to abide by the confidentiality obligations. Each Party (and all the employees and representatives to whom Confidential Information has been revealed) shall use the Confidential Information solely for the purpose of exercising its rights and fulfilling the obligations set out in these Conditions, implementing reasonable methods to protect it. Each Party shall answer for the actions of its employees and representatives who infringe the terms of this Clause.

**8.1. Exclusions**



The Confidential Information does not include information which (a) was already known to the recipient, (b) was made public without the recipient being responsible, (c) was generated independently by the recipient or (d) was legitimately transmitted by a third party.

## **8.2. Legal disclosure**

Either Party may reveal the Confidential Information of the other Party when required to do so by law; however, if permitted by law, only after (a) making all reasonable efforts to inform the other Party and (b) granting the other Party the opportunity to reject the disclosure.

## **9. PUBLICITY**

The Client and the User agree not to make any public announcement in relation to the existence or content of these Conditions without the previous written authorisation of TRITIUM SOFTWARE. TRITIUM SOFTWARE may (i) include the Distinctive Trademarks and titles of the Client in presentations, marketing materials and client lists, including, among others, client lists posted on the websites of TRITIUM SOFTWARE and take screenshots of the implementation of the Services by the Client; and (ii) issue a public announcement regarding the existence or content of these Conditions. At the request of the Client, TRITIUM SOFTWARE shall provide it with a sample of that use or announcements.

## **10. VALIDITY PERIOD**

### **10.1. Validity period**

These Conditions shall continue to be valid as long as TRITIUM SOFTWARE provides the Services to the Client. Nonetheless, Clauses 7, 8, 9, 12 and 15 and the sections of Clause 3 which, due to their nature, must remain in force, shall remain in force after the provision of the Services.

### **10.2. Renewal and cancellation**

At the end of the Licence Period the Services shall be automatically renewed for a term equal to the duration of the previous Licence Period. The renewal shall be made for the number of User licences existing at that time, and for the same price as the previous Licence Period, unless TRITIUM SOFTWARE notifies the Client in writing of an increase in the Amounts at least thirty (30) days in advance. Similarly, the Client may change the contracted Service capacities at any time using the account management area accessible through the Service, with thirty (30) days' notice.

The Parties agree that they may unilaterally decide not to continue with the automatic renewal of the Services at any time and for any reason once the Licence Period for the contracted Services has ended, by sending a written notification no less than thirty (30) days before the renewal date.

### **10.3. Price review**

TRITIUM SOFTWARE may review its prices for the next Service Licence Period, informing the Client by email at least thirty (30) days before the start of the Service Licence Period to which the price review applies.

### **10.4. Refunds and apportionment**

Under no circumstances shall the Licence Periods be apportioned and no amounts already paid by the Client shall be refunded.

## **11. TERMINATION OF THE CONDITIONS**

The Parties may terminate these Conditions by notifying the other Party in writing at least thirty (30) days before the start of the next Licence Period. In all cases, said termination shall take effect once the Licence Period in force at that time has ended.

In the case of free trials, notice of termination shall be given in the form of notifications through the Services indicating the number of remaining days of the free trial period.

Breach of the obligations entered into by the Client by virtue of these Conditions, including among others, default, unauthorised payment or use of the Solution, software, product or the Services of TRITIUM SOFTWARE shall entail a material breach of the present Conditions. TRITIUM SOFTWARE may, at its own discretion, suspend or cancel the username and password of the Client, account or use of the Services if the Client breaches these Conditions.

### **11.1. Termination due to breach**

Either Party may suspend the Services or consider these Conditions terminated (i) if the other Party commits a substantial breach of the present Conditions and fails to remedy the breach within thirty days of receiving the written notification of the Party not committing the breach, (ii) if the other Party ceases its business operations or is subjected to insolvency procedures and such procedures are not dismissed within ninety days or (iii) if the other Party commits a substantial breach of these Conditions more than twice, without prejudice to remedying such breaches.

### **11.2. Termination effects**

In the event of termination, (i) the rights granted by one Party to the other shall cease with immediate effect (except for rights granted by virtue of the conditions set out in Clause 10.1.), (ii) TRITIUM SOFTWARE shall provide the Client with access to the Data and the option of requesting the export of such data during a period of thirty (30) days, based on the TRITIUM SOFTWARE prices in force at that time for the applicable Services, (iii) after that period of thirty (30) days following the termination of the services, TRITIUM SOFTWARE shall delete the Data under the terms set forth in the Privacy Policy, (iv) each Party shall immediately take all reasonable steps to return or destroy all other Confidential Information of the other Party, if requested to do so, and (v) the Client shall not be released from its obligation to pay the Amounts due and not paid to TRITIUM SOFTWARE.

Furthermore, TRITIUM SOFTWARE may cancel a free account at any time, without notice, at its discretion.

## **12. REPRESENTATIONS, WARRANTIES AND LIMITATION OF LIABILITY**

### **12.1. Representations and warranties**

Each Party declares it has the necessary legal capacity to sign and accept these Conditions. The Parties undertake to comply with all laws and regulations applicable to the provision or use of the Services, as may apply. The Client undertakes to comply with all laws, regulations and legal codes applicable or related to the use it makes of the Services and that all the information furnished to TRITIUM SOFTWARE is truthful and precise.

### **12.2. Limited warranties**

INSOFAR AS PERMITTED BY LAW, AND UNLESS STATED OTHERWISE IN THESE CONDITIONS, NEITHER PARTY OFFERS ANY OTHER WARRANTY WHATSOEVER, WHETHER IMPLICIT OR EXPLICIT, MANDATORY OR OF ANY OTHER TYPE, INCLUDING

AMONG OTHERS, WARRANTIES OF MARKETABILITY, ADEQUATENESS FOR A SPECIFIC PURPOSE AND NON-INFRINGEMENT. TRITIUM SOFTWARE DECLINES ALL RESPONSIBILITY FOR THE CONTENT OR INFORMATION ACCESSED THROUGH THE SERVICES.

THE CLIENT ACKNOWLEDGES AND ACCEPTS THAT EACH OF THE SERVICES MAY CONTAIN ERRORS, DEFECTS AND OTHER PROBLEMS THAT COULD CAUSE A SYSTEM MALFUNCTION. CONSEQUENTLY, THE SERVICES, INCLUDING THEIR ENTIRE CONTENT, SOFTWARE (AND ALL UPDATES OR MODIFICATIONS TO THE SAME), FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE OR ACCESSED THROUGH THE SERVICES, AND ALL DOCUMENTATION ACCOMPANYING THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND THUS ALL USE MADE OF THE SAME SHALL BE THE SOLE RESPONSIBILITY OF THE CLIENT. TRITIUM SOFTWARE AND ITS LICENCE PROVIDERS OFFER NO WARRANTY OF ANY KIND, WHETHER IMPLICIT OR EXPLICIT, MANDATORY OR OF ANY OTHER TYPE, INCLUDING AMONG OTHERS, WARRANTIES OF MARKETABILITY, ADEQUATENESS FOR A SPECIFIC PURPOSE AND NON-INFRINGEMENT. TRITIUM SOFTWARE ASSUMES NO LIABILITY ARISING FROM THE CORRECT USE OF THE SERVICES. TRITIUM SOFTWARE AND ITS LICENCE PROVIDERS ISSUE NO STATEMENTS RELATED TO ANY CONTENT OR INFORMATION ACCESSIBLE THROUGH THE SERVICES. TRITIUM SOFTWARE ISSUES NO DECLARATION THAT TRITIUM SOFTWARE OR ANY THIRD PARTY SHALL POST SERVICE UPDATES OR IMPROVEMENTS. TRITIUM SOFTWARE DOES NOT GUARANTEE THAT THE FUNCTIONS INCLUDED IN THE SERVICES WILL NOT BE INTERRUPTED OR THAT THEY ARE ERROR-FREE.

**12.3. Limitation of liability**

TRITIUM SOFTWARE AND ITS LICENCE PROVIDERS ASSUME NO LIABILITY FOR DIRECT OR INDIRECT DAMAGES, INCLUDING AMONG OTHERS, DAMAGES CAUSED BY INTERRUPTION OF USE, LOSS OF DATA OR THE PRESENCE OF IMPRECISE OR DAMAGED DATA, LOSS OF PROFIT OR EXPENSES INCURRED IN SUPPLYING REPLACEMENT GOODS OR SERVICES, WHATEVER THE CAUSE, INCLUDING AMONG OTHERS, USE, INCORRECT USE, INABILITY TO USE OR INTERRUPTED USE, OR ANY THEORETICAL LIABILITY, INCLUDING AMONG OTHERS, CONTRACTS OR GRIEVANCES, REGARDLESS OF WHETHER OR NOT TRITIUM SOFTWARE WAS AWARE OF OR SHOULD HAVE BEEN WARNED OF THE POSSIBILITY THAT SUCH DAMAGES COULD OCCUR, IRRESPECTIVE OF WHETHER A REMEDY SPECIFIED IN THESE CONDITIONS WAS UNABLE TO FULFIL ITS ESSENTIAL PURPOSES; OR ANY CLAIM ALLEGING DAMAGES DERIVED FROM ERRORS, NEGLIGENCE OR OTHER IMPRECIATIONS IN THE SERVICES OR THEIR PROPERTIES.

**12.4. Limitation of indirect liability**

NO PARTY SHALL BE RESPONSIBLE FOR CONSEQUENTIAL DAMAGES, LOSS OF PROFIT OR INDIRECT DAMAGES.

**12.5. Limitation of the liability amount**

THE PARTIES AGREE TO LIMIT LIABILITY ARISING FROM ANY DAMAGE OR BREACH ATTRIBUTABLE TO TRITIUM SOFTWARE TO THE AMOUNT EFFECTIVELY PAID BY THE CLIENT, AS SET FORTH IN THESE CONDITIONS, FOR A PERIOD OF SIX (6) MONTHS BEFORE THE EVENT THAT GAVE RISE TO SAID LIABILITY. TRITIUM SOFTWARE GRANTS NO WARRANTY WHATSOEVER REGARDING THE USE OF SERVICES NOT SUBJECT TO PAYMENT, OR DURING THE TRIAL PERIOD.

### 13. TRITIUM SOFTWARE AS THE PROCESSOR OF THE “DATA”

The collection and processing of personal data carried out through our Website and through providing the Services is regulated by the terms of our [Privacy Policy](#) and [Cookies Policy](#), which are incorporated into the present Conditions.

TRITIUM SOFTWARE is only responsible as regards the processing of the Client contact and billing data.

In relation to the “Data”, for the opportune effects, basic data protection information is given below:

<b>Data Processor</b>	Tritium Software, S.L.
<b>Purpose of the Processing</b>	Service provision management
<b>Legal basis</b>	The TRITIUM SOFTWARE Solution allows Clients to process the “Data”; consequently, the legal basis permitting TRITIUM SOFTWARE to process such data as the processor is the need to provide the Services in accordance with these General Conditions of Contract and Use (Art. 6.1 b) GDPR).
<b>Recipients</b>	Data may be assigned to other companies from the Tritium Software, S.L. group, insofar as this is necessary to provide the Services and to comply with legal obligations. Data processors from outside the EU are used, in countries that offer adequate guarantees.
<b>Rights</b>	Access, rectification and erasure of data, requesting data portability, objecting to processing and requesting processing restrictions.
<b>Additional information</b>	Addition, detailed information on data protection can be consulted on our website <a href="https://forcemanager.net/es/info/privacidad/">https://forcemanager.net/es/info/privacidad/</a>

### 14. TECHNICAL ASSISTANCE SERVICE

The Client and the Client administrator may contact the technical assistance services provided by TRITIUM SOFTWARE by sending messages directly by email to: [support@forcemanager.net](mailto:support@forcemanager.net), or by opening an incident report in the TRITIUM SOFTWARE support portal, <https://support.forcemanager.net>.

TRITIUM SOFTWARE will deal with and respond to incidents or consultations by sending email messages to the email address assigned to the Client in its User Account.

## 15. COMPENSATION

The Client shall compensate and hold TRITIUM SOFTWARE and its branches, subsidiaries, group companies, suppliers, directors, shareholders, employees, collaborators and agents harmless in the event of any third-party claim or demand related to (i) the Data, (ii) an infringement by the Client of any intellectual and/or industrial property rights held by third parties, or (iii) use of the Services by the Client or the User that infringes the terms and conditions of use set out in these General Conditions.

The Client shall compensate TRITIUM SOFTWARE for claims arising from a breach derived from the combination of the Services with any other product, service, hardware or business process.

Under no circumstances shall TRITIUM SOFTWARE be obliged or assume any obligation or responsibility whatsoever, as set out in this section, arising from (i) use of the Services or trademark elements of TRITIUM SOFTWARE, modified or in combination with other materials not supplied by TRITIUM SOFTWARE and (ii) the content, information or data provided by the Client, TRITIUM SOFTWARE, Users or other third parties.

## 16. POSSIBLE INFRINGEMENTS

### 16.1. Repairs, replacements or modification

If TRITIUM SOFTWARE has a reasonable suspicion that the Services infringe the intellectual and/or industrial property rights of a third party, TRITIUM SOFTWARE (a) shall obtain the authorisation of use from the third party for the Client, at the cost of TRITIUM SOFTWARE, so that it can continue to use the Services, (b) shall provide an equivalent functional replacement that does not infringe them or (c) shall modify the Services to ensure the infringement is not repeated.

### 16.2. Suspension or termination

If TRITIUM SOFTWARE considers that the above options are not reasonable, it may suspend or terminate the use of the affected Services. If TRITIUM SOFTWARE terminates the affected Services, it shall provide a refund in proportion to the non-accrued Amounts already paid by the Client applicable to the period following the termination of that Service.

## 17. OTHER PROVISIONS

### 17.1. Modification

TRITIUM SOFTWARE reserves the right to change or modify any of the present Conditions and any policy governing the Services, at any time, by posting the conditions on <http://www.forcemanager.net> or any other URL provided by TRITIUM SOFTWARE. The Client is responsible for regularly consulting possible updates to the same. All changes or modifications made shall be binding (i) if both Parties accept them in writing, (ii) if the Client accepts the updating of the Conditions online or if, (iii) when TRITIUM SOFTWARE has updated those terms, the Client continues to use the Services.

### 17.2. Notifications

TRITIUM SOFTWARE and the Client agree to notify all incidents occurring during the term of the different services contracted, preferably by email, as opposed to any other communication channel. The email address of TRITIUM SOFTWARE for such notifications shall be [support@forcemanager.net](mailto:support@forcemanager.net) and that of the Client shall be the one provided in the Service

registration form posted on the Website. The Client undertakes to ensure this email address is operative and to modify it in its private area if necessary, in order to continue to receive the notifications. In any case, in the event of an urgent problem or failure in the above notification, the notifications shall be made by telephone, fax, post, courier or any other system appropriate for this purpose. Notwithstanding the above, the preferred communication channel shall be email, and TRITIUM SOFTWARE declines all liability arising due to failure to lack of consultation or error in the email address provided by the Client. Each Party shall be responsible for safeguarding and keeping copies of the notifications sent.

### **17.3. Assignment**

The Client shall not assign or transfer its contractual position or the rights and obligations it has assumed by virtue of these Conditions without the written consent of TRITIUM SOFTWARE, and in all cases, the following obligations shall be complied with: (a) the beneficiary must accept the terms of the present Conditions in writing and (b) the Party making the assignment shall continue to be responsible for the obligations it has entered into by virtue of these Conditions before the assignment. Any other assignment attempt shall be deemed fully null and void.

TRITIUM SOFTWARE shall have the right to provide the Services directly or through its subsidiaries, and the Client shall accept the provision of those Services through these subsidiaries, as if they had been provided by TRITIUM SOFTWARE.

### **17.4. Force majeure**

Neither Party shall be responsible for a breach of the obligations set forth in these Conditions if it is due to a circumstance beyond the reasonable control of the other Party, such as natural disasters, acts of war or terrorism, riots, labour conflicts, government actions or Internet malfunctions.

### **17.5. Validity term of the conditions**

If any provision of these Conditions were to be considered unenforceable, the other provisions shall continue to apply.

### **17.6. Independence of the parties**

The contractual Parties are independent and these Conditions do not constitute a representation, association or joint venture.

### **17.7. Applicable law**

The present Conditions shall be governed exclusively by Spanish law. The Parties agree that any dispute arising in relation to these Conditions shall be settled exclusively through the courts of Barcelona, Spain, unless any other system is imposed by law.

### **17.8. Amendments**

All amendments shall be set out in writing and shall expressly indicate that it is an amendment of the present Conditions.

### **17.9. Entire agreement**

These Conditions and all the documents to which they make mention or reference constitute the entire agreement between the Parties in relation to the subject matter thereof and replace all other previous or existing agreements in relation to that subject matter.

### **17.10. Interpretation of conflicting conditions**

In the event of any conflict existing between the Conditions and a previous version of the same, the provisions of these Conditions shall take preference, unless indicated to the contrary.