

## SAAS AGREEMENT FOR NETERIS APPLICATIONS

In Madrid, \_\_\_\_\_ 202\_\_

### BY AND BETWEEN

#### On the one part

Mr. Ignacio Romero de la Vega and Mr Juan Manuel Grajera Muñoz, both acting as legal representatives of NETERIS CONSULTING S.L., a company incorporated under Spanish law, with registered office at Calle Ramírez Arellano 17, Bajo, registered in the Mercantile Register of Madrid, Sheet M-472180, Folio 28, Section 8, Volume 26203, Entry 1, and with Tax Identification Number (NIF) B-85573996.

Hereinafter referred to as "NETERIS".

#### And on the other

\_\_\_\_\_, represented herein by \_\_\_\_\_, as \_\_\_\_\_, with address at \_\_\_\_\_ and Tax Identification Code (CIF) \_\_\_\_\_. Hereinafter referred to as THE CLIENT.

NETERIS and the CLIENT may be referred to individually as "the Party" and jointly as "the Parties".

The Parties mutually and reciprocally recognise each other's legal capacity and standing to enter into this SAAS AGREEMENT FOR NETERIS APPLICATIONS (hereinafter the "Agreement") and, to that effect,

### STATE

- I. Whereas the Client has a licence to use/access a cloud-based software solution contracted with SAP (hereinafter "SAP"), which offers its users specific functionalities, as explained in all documentation and manuals for the use and operation of the said third-party software solution (hereinafter the "Main Software").
- II. Whereas the Client accesses the Software through an SAP Cloud environment (hereinafter "the Environment"), under limited terms and conditions of access and use, according to the type of contract chosen in the agreement with SAP.
- III. Whereas Neteris, as the official partner of the holder company, SAP, offers the Client the possibility of contracting under a SaaS modality (Software as a Service) the use of several applications, developed by Neteris and compatible with the Main Software, accessible by the Client through its Environment. Neteris' proprietary solutions allow extending and evolving functionalities of the Main Software, complementing the Client's user experience. The description, characteristics and functionalities of all the Neteris applications that the Client may contract under SaaS mode are included in the List of Products attached as Annex I (hereinafter "The Applications").
- IV. Whereas the Client is interested in extending the functionalities of the Main Software through the installation of the Neteris applications available in the Environment contracted with SAP, the Parties agree to sign this SaaS AGREEMENT, governed by the following

## CLAUSES

### ONE. PURPOSE

The object of this Agreement is the concession by Neteris to the Client of a personal, non-transferable, non-exclusive and fixed term right to use the Applications owned by Neteris that the Client decides to contract under the SaaS modality, according to the "Order Form", which shall form an inseparable part of this Agreement.

The contracting of the Neteris applications under the Software as a Service modality in the SAP Environment is linked to the Client's contracting conditions with SAP.

Under no circumstances may the right to access and use the Neteris Applications be interpreted or understood as a contract for the sale or transfer of intellectual property rights of the Applications, their components and/or the additional documentation delivered with them, which, as regulated in Clause 7 below, are the exclusive property of Neteris.

### TWO. TERM OF THE AGREEMENT

The Applications service is contracted under a pay-per-use system and for a minimum initial period of ONE (1) YEAR from the time they are accessed from any place or through any device.

This Agreement will be automatically renewed for successive periods of ONE (1) YEAR, provided that the Client does not notify Neteris in writing to the contrary, with at least ONE (1) MONTH'S notice before the expiry date of the initial period or any of its extensions.

If the Agreement is renewed, the Client will be charged the full annual renewal subscription in his/her bank account.

As far as the term of this Agreement is concerned, it shall remain in force for as long as the Client maintains the service contract for using the Neteris Applications available in the SAP Environment.

Early termination of this Agreement by the Client, with no cause for the termination of the contract as provided for in Clause 9 below, shall entail, by way of penalty, losing the right to claim a refund of any amount for the annual subscription of Applications whose duration has not expired.

### THREE. SUBSCRIPTION PRICE AND METHOD OF PAYMENT

Access to and use of the Neteris Applications is acquired on an annual subscription basis.

The different subscriptions and their prices and tariffs are attached as Annex II. All prices are exclusive of VAT.

Payment will be made by direct debit.

Neteris reserves the right to change its prices and tariffs, which would only apply to the Client when renewing the service subscription and always with the Client's prior knowledge.

The Client may cancel the purchase of any Neteris service subscription, with a full refund of the amount paid, provided this is communicated within 48 hours of the purchase, and the Client has not used the Application(s).

### FOUR. CONDITIONS OF SERVICE

- a) NETERIS grants the Client the non-transferable and non-exclusive right of access and use of its Applications, respecting at all times (i) the terms and conditions set out in this Agreement, (ii) those

set out in the Order Form signed by the Client and (iii) in its documentation and user manual delivered with the Applications.

- b) The Client is aware of the architecture, specifications, characteristics and functionalities of the Applications and undertakes to use them diligently, orderly, responsibly and professionally, under the instructions and recommendations in their operating manuals and the instructions that Neteris may give in this respect.
- c) The Client, under no circumstances, may use or allow others to use the Applications for purposes other than those established in this Agreement, with an express prohibition to use of the Neteris Products for direct or indirect economic exploitation through the sale, rental, assignment, distribution or any other form of commercialisation not authorised by Neteris.
- d) The right to access and use the services of the Applications will be limited to the Environment/Tenant that the Customer has contracted with SAP and must be expressly identified with its reference number when formalising the subscription to the Neteris software services. Under no circumstances may the Client use the contracted applications within a specific environment for other new or existing environments/tenants not declared to Neteris when subscribing to our Software services. The Client shall be liable to Neteris, under the terms outlined in the clause below, for breach of this prohibition directly or by any of its representatives, employees and/or collaborators.
- e) Neteris reserves the right to audit the Client's use of the contracted Applications, usage environments and that this corresponds to that declared to Neteris at the time of formalising the subscription to the Software services. Neteris undertakes that any auditing it carries out will be done remotely and always without interfering in any way with the correct development of the Client's business activity. If Neteris notices improper, excessive or inadequate use of the Applications, it shall notify the Client in writing, informing him/her of the possible irregularities noticed and of the corrective measures to be adopted, if any, depending on the seriousness of the same. In any case, Neteris reserves the right to charge for subscriptions that the Client has deliberately failed to pay for, due to improper use of the Neteris Applications, outside the environment/tenant identified to Neteris at the time of contracting.

## **FIVE. LIMITATION OF WARRANTY**

Neteris guarantees that access, use and functionality of its Applications will be under the specifications, characteristics and substantial functionalities detailed in the documents and user manuals annexed to this Agreement. If the operation of the Applications is deficient or does not comply with the substantial performance and functionality provided for in this guarantee, the Client must notify Neteris in writing of the deficiencies or faults so that Neteris may immediately correct and/or remedy them.

If any failure or error in the installation and/or use of the Applications, or consequently error or system failure in the Main Software, the sole responsibility of Neteris will consist of correcting the failure and restoring their correct use as soon as possible, without the Client having the right to demand the payment of any indemnity or economic compensation for direct, indirect, incidental, special, punitive or consequential damages, loss of profits or loss of business derived from the same.

In no case shall Neteris be liable for the incorrect or erroneous operation of its Applications if the origin and cause of these correspond to system failures due to poor installation and/or malfunction of the Main Software. In this case, all expenses derived from technical attention by Neteris to solve the faults and restore the proper functioning of the Applications shall be borne by the Client, according to prices and rates communicated by Neteris for its prior knowledge and approval.

Neteris also declines any responsibility for failure or errors in the operation of the Main Software, derived from incorrect installation of its Applications due to failure to follow the instructions and recommendations in the Neteris user manuals. In this case, all expenses derived from technical attention by Neteris or the supplier of the Main Software to solve the faults and restore the proper functioning of the different IT solutions will be for the Client's expense.

Neteris may periodically notify the publication of updates to the Applications, with a description of all changes, improvements and error corrections that the installation of the updates resolves. Neteris accepts no responsibility for the inadequate functioning of its Applications if the Client does not keep them updated to the latest version published at any given time.

## **SIX. LIMITATION OF LIABILITY**

In the event of contractual liability arising from fraud or negligence in the fulfilment of its obligations, the Client acknowledges that said liability of Neteris shall be limited to the total amount paid to Neteris for the subscription of the Application that generates the liability, during the SIX (6) MONTHS immediately before the liability arises.

## **SEVEN. INTELLECTUAL PROPERTY RIGHTS**

Neteris declares and guarantees to be the legitimate owner of all the intellectual property rights of its Applications, guaranteeing to hold the Client harmless against any procedure, claim, or penalty derived from an infringement of third-party intellectual property rights attributable to Neteris.

The Client acknowledges that the purpose of this Agreement and its Order Forms is the non-exclusive and non-transferable subscription of access to and use of the Applications developed by Neteris, and therefore holds no intellectual or industrial property rights over the software, and undertakes to use it and its services responsibly, diligently and appropriately, according to the provisions of this Agreement, and not to sell, lease, pledge, mortgage, assign or transfer the contracted Services to third parties, or make any modification or alteration of any kind to the Applications, or set any encumbrance or security right over them, without prior and reliable consent from Neteris.

The structure, characteristics, codes, working methods, information systems, development business solutions, know-how, processes, technologies or algorithms of the Applications are the exclusive property of Neteris or its suppliers, and may not be modified, copied, altered, reproduced, adapted or translated by the Client, who acknowledges that he/she has no right to compensation or indemnification for the loss of use of the Applications once the Agreement has been terminated, regardless of the cause.

For clarification purposes, it is expressly forbidden to manipulate, alter, reproduce, copy and/or develop for one's own purposes or for distribution, marketing and/or sale to third parties, either partially or in its entirety, the Source Code of the Application(s), which is the exclusive property of NETERIS.

Likewise, all user manuals, texts, graphic drawings, databases, videos, audio supports referred to, delivered or included in the Applications, brands, distinctive marks, logos, commercial names or any other that may be protected by IP rights are the exclusive property of Neteris or its suppliers, and the Client undertakes not to use them in any way other than that consented to through this Agreement, and/or that may damage the image or business and/or commercial reputation of their owners.

## **EIGHT. CONFIDENTIALITY**

The Client acknowledges that the Applications may contain confidential information belonging to Neteris.

The Client undertakes to maintain the duty of secrecy and strict confidentiality of any information relating to the Applications and undertakes not to disclose it to third parties without prior written authorisation from Neteris, except for employees who have access to it through the direct use of the Applications.

The Client Confidentiality obligations shall remain in effect during this Agreement and for THREE (3) YEARS after its termination.

## **NINE. TERMINATION OF THE AGREEMENT**

This Agreement shall be terminated in the following events:

- Agreement between the Parties.
- At the end of the subscription period for the Application services or their successive extensions.
- For serious breach by either Party of its legal or obligations under the contract, provided that they are not rectified and/or remedied within a maximum period of 15 calendar days after being notified of the breach in writing by the other Party.

Termination of this Agreement automatically terminates the right to use the Applications.

## TEN. FORCE MAJEURE

Except for payment obligations, neither Party is liable for non-performance caused by and for the duration of circumstances beyond its reasonable control, including but not limited to strikes, pandemics, health crises, fires, civil disobedience, war, terrorist acts, governmental decrees, utility outages, or acts of nature. The Party claiming force majeure shall notify the other Party in writing, describing in detail the nature of the force majeure event and its estimated duration. If the event of force majeure lasts for over NINETY (90) DAYS, the other Party may terminate this Agreement upon notice.

## ELEVEN. SUPPORT AND MAINTENANCE SERVICES

Neteris offers technical support to the Client through the following email account [abrir\\_incidencia@neteris.com](mailto:abrir_incidencia@neteris.com) and telephone +34 652 896 345. These contact data can be used to report any incidents requiring technical support included within the scope of the warranty of this Agreement.

Support and maintenance services for the Applications not expressly included in the corresponding Order Form are excluded from this Agreement and are subject to a separate agreement and budget.

## TWELVE. SEVERABILITY

If any provision of this Agreement is declared void or unenforceable, the remaining provisions shall not be affected. The Parties shall attempt, in good faith, to replace invalid or unenforceable provisions with valid provisions, the effects of which shall be as similar as possible to the intended effects of the invalid or unenforceable provisions.

Notwithstanding the provisions of the preceding paragraph, if the substitution of the clause becomes impossible and the clause is essential to the contract, in the opinion of the Party harmed by its deletion, the latter may choose the termination of the contract.

## THIRTEEN. WAIVER

No waiver of any provision or any breach of this Agreement shall constitute a waiver of any other provision or any subsequent breach.

## FOURTEEN. NOTICES

All communications or notices to be sent between the Parties shall be sent by any written means that allows proof of sending and receipt, including email.

The contact details for notification purposes are as follows:

### NETERIS CONSULTING:

Postal address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

### CLIENT

Postal address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

If either Party wishes to modify its contact details for notification purposes, it must inform the other Party by reliable means, at least FIFTEEN (15) DAYS before the time at which it intends this to take effect. As long as no such modification has been validly made, any notice made to the data in the heading of this contract shall be deemed to be binding, even if it has not been received.

## FIFTEEN. LAW AND JURISDICTION

This Agreement is governed by and interpreted according to Spanish law.

The Parties hereto agree that any litigation, discrepancy, question or claim resulting from the execution or interpretation of this Contract or related to it, directly or indirectly, shall be resolved in the Courts of the city of Madrid, expressly waiving any other jurisdiction that may correspond to them.

In witness whereof, the Parties execute this document in two counterparts and for one single effect, at the place and on the date first above written.

By NETERIS CONSULTING S.L.

By THE CLIENT

Signed by:

Signed by: \_\_\_\_\_  
(Tax ID No (NIF): \_\_\_\_\_)