GENERAL TERMS AND CONDITIONS OF CONTRACT AND USE

1. LEGAL INFORMATION

These General Terms and Conditions of Contract and User (hereinafter, the "Conditions") regulate the purchase and the use of the products and services provided by ForceManager (as said term is defined below) to its users and/or clients, whether via website access at the Internet portal (https://www.forcemanager.com) (hereinafter, indistinctly referred to as the "Website" or the "Site"), via iOS or Android devices, online or offline or via the desktop application (hereinafter, the "Solution").

For the purpose of these Conditions, ForceManager means any entity belonging to the Companies Group whose parent is Tritium Software, S.L., as set out in Condition 18.8 of these Conditions.

Use of the Website and of the Solution attributes the status of user (hereinafter, "User") and purchase of the Services, as these are defined later herein and the status of client (hereinafter, "Client"), and both entail acceptance of these 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 (hereinafter, the "Specific Conditions").

ForceManager reserves the right to modify the content and settings of the Website and the Solution at any time, as well as the services provided. Users and Clients should read these Conditions carefully.

By clicking and indicating your acceptance, by accepting a Purchase Order for the Services (as these are defined later herein), or by using free services, the Client and/or User accepts 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 https://www.forcemanager.com/es/info/privacy/ (hereinafter, the "Privacy Policy").

Lastly, in the event that a Client purchases the Services through an authorised ForceManager distributor, these General Conditions shall apply to them, with the exception of aspects related to payment, billing, notifications and technical assistance services as the case might be, which shall not apply to them by virtue of the commercial agreement signed by the Distributor and the Client.

2. SERVICES

2.1 Description of the services

ForceManager makes available to the Client, through the Solution, a set of prospecting and practice management services which are described in detail at http://www.forcemanager.com or in another similar URL that may be provided by ForceManager (hereinafter, the "Services"). The Services are provided online via the Web application and through mobile devices, both online and offline. The Solution shall permit the use of an interface based on different 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.

It is not possible to access or use the Services for the purpose of controlling their availability, performance or functionality, or for any other comparative evaluation or competitive purpose.

2.2 Data included in the Service provision

The Solution allows the Client to process the information in accordance with (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, (vii) details of the video calls made through solutions integrated with the platform, such as the time, duration and content of such calls, which may include the recording in full of the same, regardless of whether or not they were made with the video option (camera) activated; and any other information related to their sales activity and which is updated at all times in the ForceManager Privacy Policy at the link https://www.forcemanager.com/es/info/privacy/ (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 ForceManager. On the other hand, the Client may activate new functionalities by contacting ForceManager and a new estimate being provided about which the User shall be informed.

Furthermore, 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 data, information or materials and in particular, potential customers or clients of the Client (hereinafter, the "**Third Party Data**"). Data owned by Users 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. ForceManager shall only share Data under the terms set out in the Privacy Policy.

The Client declares and also guarantees it has the respective licence 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 ForceManager marketing communications related to ForceManager's products and services, and newsletters from ForceManager with news and updates related to sales, technology and the Client's sector. The Client may at any time inform ForceManager that it does not wish to receive any of the above communications by sending an email to newsletter@forcemanager.net.

2.3 Modifications

ForceManager 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, ForceManager 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. ForceManager may, if it considers it necessary, provide additional

applications, characteristics or functions through the Services, the use of which may be subject to Specific 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 using the Services established by ForceManager at all times, including, among others: (i) technical and implementation requirements of the Solution; (ii) directives related to the treatment of trademarks held by ForceManager for the Services; (iii) terms of use and privacy policy of the Website and the Solution and (iv) data protection and security requirements of ForceManager.

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 ForceManager by the Client shall be governed by the Specific Conditions 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 ForceManager 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 both the Client and the Users 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; or (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 ForceManager of any unauthorised use of or access to the Services, the Solution, the password or the Client's account, or any other security breach. ForceManager declines and shall not accept any responsibility for any losses or damages arising due to the Client's failure to observe the security obligations. The Client recognises and accepts that ForceManager shall not be held liable in any way or under any circumstances for any action or negligence on the part of the Client or any User, including damages resulting from such actions or negligence.

3.5 Responsibility of the Client and consent of the User

The Client administrator may be authorised to access, supervise, use or reveal User and Third-Party Data in the Users' accounts linked to the Client, and the Client is considered the data controller. The Client is solely responsible for all obligations arising from its status as the data controller, holding ForceManager 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 linked to the Client are visible in the accounts of other Users linked to the same Client. 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 of the device or by contacting ForceManager.

3.6 Unauthorised use

The Client shall make every effort to prevent unauthorised use of the Services and cancel any unauthorised use. The Client shall immediately inform ForceManager 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 these Conditions in relation to each of the Service components and to the Specific Conditions that may apply to certain Services.

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

3.8 Account information and data

ForceManager 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 ForceManager, 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 ForceManager shall not be held responsible for any 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, ForceManager 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. ForceManager and its distributors decline all responsibility derived from such correspondence, purchases or promotions between the Client and those third parties.

ForceManager does not endorse any Internet website accessed through the Services. ForceManager offers these links to the Client for its convenience and under no circumstances shall ForceManager or its distributors be held responsible for the content, products or any other materials made available through those links.

ForceManager provides the Services to the Client in accordance with these Conditions, and, when applicable, with the Specific 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 contracts in which initial free trial periods are applied, as provided for in the Purchase Order (as this term is defined in Condition 4.2 below), 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 services purchase order accepted by the Client (hereinafter, the "Purchase Order"). The Client shall pay the amounts indicated in the Purchase Order (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 Purchase Order. The payment obligations may not be cancelled and no amounts already paid shall be refunded. The Client has to pay all User licences requested for the entire licence period established in the Purchase Order (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 ForceManager. Such information includes the name of the company, bank account number, credit card (as may apply) or any other applicable payment method, 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, fraudulent or not updated, ForceManager 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 ForceManager or its distributor in writing, no later than seven (7) days after the date of the invoice, in order to review the invoice together and, as applicable, have the amount corrected.

4.4 Changes in the number of licences

The Client may request additional licences at any time, which shall be subject to these Conditions and, as applicable, to the Specific Conditions.

The Client may also reduce the number of User licences by sending an email to ForceManager 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 specific conditions applicable to that upgrade shall be those set out in the Purchase Order, 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, and this is only applicable at the end of that Licence Period. Downgrade requests may also be made by sending an email to ForceManager at least thirty (30) working days before the end of the Licence Period.

4.6 Additional rates

4.6.1 Additional rate for the storage of data

The storage space for data offered by ForceManager to the Client free of charge is 1GB in a database for all User Licences purchased by the Client in any ForceManager edition or packet and an additional 5MB for each User Licence of any ForceManager edition or packet.

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

ForceManager reserves the right to establish or modify its habitual procedure and the restrictions in relation to storage of Data at any time. ForceManager shall publish its data storage policy and the limits in force at each time on the Website.

4.6.2 Additional rate for the storage of files

The storage space for files offered by ForceManager to the Client free of charge is 2.5GB for all User Licences purchased by the Client in any ForceManager edition or packet and an additional 250MB for each User Licence of any ForceManager edition or packet.

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

ForceManager reserves the right to establish or modify its habitual procedure and the restrictions in relation to storage of files at any time. ForceManager shall publish its files storage policy and the limits in force at each time on the Website.

4.6.3 Additional rate for geolocation services

The volume of geolocation requests offered by ForceManager to the Client free of charge is 20,000 per month for all User Licences purchased by the Client in any ForceManager edition or packet.

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

ForceManager reserves the right to establish or modify its habitual procedure and the restrictions in relation to geolocation requests at any time. ForceManager shall publish its geolocation requests policy and the limits in force at each time on the Website.

4.7 Default

ForceManager reserves the right to suspend or cancel these Conditions and, as applicable, the Specific Conditions that may apply and hence access to the Services by the Client if the latter delays payment for a period of more than ten (10) 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 ForceManager terminates access to the Service, the Client is obliged to pay the outstanding account balance.

ForceManager 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 ForceManager for Services that include Tax deductions.

6. SUSPENSION AND INTERRUPTION OF THE SERVICES

6.1 Suspension/interruption of User Accounts by ForceManager

In the event that the Client breaches these Conditions, or if, after a previous request from ForceManager, the Client has not taken the necessary steps to remedy that breach within ten (10) days, ForceManager reserves the right to suspend the Services, without prejudice to what is set out in Condition 12 of these Conditions.

Furthermore, if ForceManager 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 ForceManager, 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

ForceManager 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 Service provision depends, such as for example hosting and digital signature providers, among other external service providers. In such cases, ForceManager shall not incur any liability whatsoever as a consequence of the suspension or interruption of the Services.
ForceManager shall do its best to carry out the Solution maintenance and upgrade tasks in such a way that it does not entail any interruption in the Services. Nonetheless, in the event that it should be necessary to temporarily interrupt the Services in order to carry out such tasks, ForceManager shall inform the Clients and Users in advance of the foreseen date for carrying out such tasks and their estimated duration. ForceManager shall not incur any liability whatsoever as a consequence of the suspension or interruption of the Solution maintenance and upgrade tasks, provided it has duly informed the Clients and Users as provided for in this section.

6.3 Emergency security incidents

In the event of an emergency security incident, ForceManager 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 ForceManager suspends a User account for any reason without notifying the Client in advance, ForceManager 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, ForceManager holds all intellectual and/or industrial property rights over the Services.

ForceManager 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. Neither the Client nor the User shall acquire any right, title, interest, or any contents, except for the rights of limited use expressly established in these Conditions and/or in the Specific Conditions. Any right not expressly granted in this document shall be deemed not granted.

ForceManager 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 these Conditions and/or the Specific 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 and the applicable Specific Conditions, "Distinctive Trademarks and Titles" refers to commercial names, trademarks, service marks, logos, domain names and other distinctive trademark elements of each Party, respectively, permanently protected by that Party. 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 and/or the Specific 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 ForceManager shall be made to the benefit of the Client and any use of the Distinctive Trademarks and titles of ForceManager by the Client shall be made to the benefit of ForceManager. The Client shall not violate or cooperate with others to violate the Distinctive Trademarks and Titles of ForceManager or the registration thereof and shall not try to register the Distinctive Trademarks and titles of ForceManager or domain names that are similar to those of ForceManager 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 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 (i) protect the confidential information of the other Party using the same standard protection measures it uses to protect its own Confidential Information and shall (ii) 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 and/or in the Specific 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 condition.

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 (i) making all reasonable efforts to inform the other Party and (ii) 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 and/or the Specific Conditions without the previous written authorisation of ForceManager. ForceManager 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 ForceManager 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, ForceManager shall provide it with a sample of that use or announcements.

10. DURATION OF THE SERVICES AND RENOVATION

10.1 Duration of the Services

The duration of each Service shall be that specified in the respective Purchase Order. Unless indicated otherwise in the Purchase Order, the Services shall be automatically renewed for additional periods equivalent to the Licence Period of the initial Purchase Order or one year

(whichever is the shortest), unless one Party notifies the other in writing no later than thirty (30) days before the end of the current Licence Period.

Unless expressly indicated in the respective Purchase Order, the ForceManager rate in force at the time of the respective renewal shall be applied to the renewal of initially-contracted Services based on promotional conditions.

Without prejudice to the above, renewals in which the volume of Users of the contracted Services or the duration of any of them is less than the previous Licence Period may give rise to a new price per User and Service, without taking into account the price per User of the previous Licence Period.

10.2 Price update and review

In the event that the contracted Services are renewed, ForceManager may increase the price of those Services without notice by an amount equivalent to the result of applying the cost-of-living index to the prices in force during the previous Licence Period. To that end, the increase in the cost-of-living index of the country whose legislation regulates these Conditions shall be taken into account, pursuant to Annex I hereof.

ForceManager may review its prices for the next Licence Period of the Service above the amounts resulting from the previous paragraph, provided it notifies the Client by email at least thirty (30) days in advance of the start of the Licence Period of the Services to which that price review is to be applied.

10.3 Refunds and apportionment

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

11. VALIDITY TERM AND TERMINATION OF THE CONDITIONS

11.1 Validity term of the Conditions

These Conditions shall take effect from their first acceptance by the Client or User or the use of the free Services by the User as set out in Condition 1 of these Conditions and they shall remain in force until all the Services have expired or have been cancelled in accordance with the provisions of these Conditions. Without prejudice to the foregoing, Conditions 7, 8, 9, 12 and 16 and the sections of Condition 3 which, due to their nature, must remain valid, shall continue in force after the expiry of the validity term of the Conditions.

In the case of free trials, notice of termination by ForceManager 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 ForceManager shall entail a material breach of these Conditions. In the event of a breach by the Client of these Conditions, ForceManager may, at its own discretion, suspend or cancel the provision of the Services to the Client and suspend the Users associated with the Client and their passwords.

11.2 Termination due to breach

Either Party may suspend the Services and consider these Conditions terminated (i) if the other Party commits a substantial breach of these Conditions and fails to remedy the breach within 30 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.

11.3 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 Condition 10.1.), (ii) ForceManager shall provide the Client with access to the Data it owns and the option of requesting the export of such data during a period of thirty (30) days, based on the ForceManager prices in force at that time for the applicable Services, if they should be necessary, (iii) after that period of thirty (30) days following the termination of the services, ForceManager 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 ForceManager up to the end of the Licence Period or any of its extensions.

Furthermore, ForceManager may cancel a free account at any time, without notice, at its discretion. The Client admits that ForceManager shall not be liable to the Client or to any third parties due to said cancellation. The Client shall be solely responsible for exporting the Data of the free account before the termination of access to the same by the Client for any reason. Notwithstanding the above, in the event that it is ForceManager who terminates the free account at its entire discretion, it shall offer the Client the opportunity to first retrieve its Data.

12. REPRESENTATIONS, WARRANTIES AND LIMITATION OF LIABILITY

12.1 Representations and warranties

Each Party declares it has the necessary legal capacity to sign 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 it has furnished to ForceManager 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. ForceManager 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. ForceManager and its providers of applications integrated with the Solution 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. ForceManager assumes no liabiity arising from the correct use of the Services. ForceManager and its licence providers issue no statements related to any content or information accessible through the Services. ForceManager issues no declaration that ForceManager or any third party shall post service updates or improvements. ForceManager 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

FORCEMANAGER AND ITS PROVIDERS OF APPLICATIONS INTEGRATED WITH THE SOLUTION 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, INCORRRECT USE, INABILITY TO USE OR INTERRUPTED USE, OR ANY THEORETICAL LIABILITY, INCLUDING AMONG OTHERS, CONTRACTS OR GRIEVANCES, REGARDLESS OF WHETHER OR NOT FORCEMANAGER WAS AWARE OF OR SHOULD HAVE BEEN WARNED OF THE POSSIBILITY THAT SUCH DAMANGES 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 IMPRECISIONS 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 ForceManager 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. ForceManager grants no warranty whatsoever regarding the use of Services not subject to payment, or during the trial period.

13. FORCEMANAGER AS THE PROCESSOR OF THE "DATA"

The obtaining and processing of personal data carried out through our Website and through providing the Services applicable to these Conditions is regulated by the terms of our Privacy Policy (https://www.forcemanager.com/info/privacy-policy/) and Cookies Policy https://www.forcemanager.com/info/cookies/), which are incorporated into the present Terms and Conditions.

ForceManager is only responsible for processing the Client contact and billing data.

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

Data Processor	Contracting company by virtue of **Annex I**.
Purpose of the Processing	Service provision management
Legal basis	The FORCEMANAGER Solution allows Clients to process the "Data"; consequently, the legal basis permitting the contracting company 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).
Recipients	Data may be assigned to other companies from the ForceManager group, insofar as this is necessary to provide the Services and to comply with legal obligations. Data processors from outside the EU may be used, in countries that offer adequate guarantees or with the relevant legal requirements compliance.
Rights	Access, correction and elimination of data, requesting data portability, objecting to processing and requesting processing restrictions.
Additional information	Addition, detailed information on data protection can be consulted on our website https://www.forcemanager.com/info/privacy-policy/

14. SUPPORT SERVICE

The User Licence includes a basic technical assistance service to be provided by ForceManager to the Client in accordance with the basic technical assistance service corresponding to the Solution edition or packet purchased by the Client (hereinafter the "Support Service").

To that end, the Client and the Client administrator may contact the technical assistance services provided by ForceManager, through the channels activated at any given time by ForceManager for that purpose, resulting in a case ("ticket") which will be managed by ForceManager until its closing.

ForceManager will deal with and respond to incidents or consultations by sending email messages to the email address and/or calling the telephone number assigned to the Client in its User Account.

The Support Service is corrective in nature, meaning that it is focused on the correction of incidents in the functioning of the standard product. The standard product is the basic version of the Solution that is common to any client, and over which ForceManager will make those customizations as requested by a given client (hereinafter the "Standard Product"). The Service Support does not manage incidents occurred on the customizations that have been made over the basic version of the Solution by the professional services team of ForceManager or its partners.

ForceManager will provide technical assistance for the last two approved versions of the Solution.

Moreover, ForceManager shall be able to discontinue parts or versions of the Solution prior communication to the Client, communication that will be made with reasonable prior notice to enable the Client to adapt to those changes. The discontinuation of a part or version of the Solution means that ForceManager will not give support nor it will make any evolutive or corrective maintenance actions over such discontinued part or version.

The Client may purchase more advanced support services from ForceManager, which shall be subject to these General Conditions and the applicable Specific Conditions.

15. PROFESSIONAL SERVICES

The standard capabilities of the Solution can be extended for a specific client by consultants specialized in the technology of the Solution, whether they are ForceManager consultants or certified partners, resulting in an extended product consisting of the Standard Product plus its customizations.

Customizations, as they are parts of the Solution developed solely for a client, are subject to the warranty, maintenance or support conditions stipulated by the professional service provider that performed them. The professional service provider may be a ForceManager directly or any of its certified Partners.

Each professional service provider of the Solution will define the terms and conditions applicable to the provision of professional services in a specific document.

16. COMPENSATION

The Client shall compensate and hold ForceManager 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 ForceManager 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 ForceManager 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 ForceManager, modified or in combination with other materials not supplied by ForceManager and (ii) the content, information or data provided by the Client, ForceManager, Users or other third parties.

17. POSSIBLE INFRINGEMENTS

17.1. Repairs, replacements or modification

If ForceManager has a reasonable suspicion that the Services infringe the intellectual and/or industrial property rights of a third party, ForceManager (a) shall obtain the authorisation of use from the third party for the Client, at the cost of ForceManager, 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.

17.2. Suspension or termination

If ForceManager considers that the above options are not reasonable, it may suspend or terminate the use of the affected Services. If ForceManager 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.

18. OTHER PROVISIONS

18.1 Third parties Software

For clarification purposes, it is stated that these Conditions apply to the Client and/or the User with regard to their use of any functionality allowed by the Solution that is provided by a third-party. That is to say, the limitations of use, obligations and prohibitions contained in these Conditions with respect to the Solution, apply also with respect to any third-party software included in it.

18.2 Modification

ForceManager reserves the right to change or modify any of these Conditions and any policy governing the Services, at any time, by posting the conditions on http://www.forcemanager.com or any other URL provided by ForceManager. 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 ForceManager has updated those terms, the Client continues to use the Services.

18.3 Notifications

All notifications and communications to be made under the contractual relationship that is the object of these Conditions, will be sent in writing, and may even be sent by electronic mail as long as their receipt can be recorded. For these purposes, the Client may send their communications to the address contracts@forcemanager.net. ForceManager may send communications to the email address that the customer has notified in the documentation related to the sale of the Solution. The Parties may vary the addresses provided, communicating it to the other in writing.

18.4 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 ForceManager, and in all cases, the following obligations shall be complied with: (a) the beneficiary must accept the terms of these 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.

ForceManager shall have the right to provide the Services directly or through the companies pertaining to ForceManager group as they are listed in Annex I, list that will be at all times updated in ForceManager privacy policy, and the Client shall accept the provision of those Services through these subsidiaries, as if they had been provided by ForceManager.

18.5 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.

18.6 Validity term of the conditions

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

18.7 Independence of the parties

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

18.8 Contracting Company, applicable law and jurisdiction

The contracting companies representing the ForceManager Group are set out in **Annex I**, in addition to the law and jurisdiction applicable to these Conditions, depending on the domicile of the Client.

18.9 Amendments

All amendments shall be set out in writing and shall expressly indicate that they are amendments of these Conditions.

18.10 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.

18.11 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.

ANNEX I

1) Clients domiciled in Mexico

Contracting Party	Address for notifications	Applicable Law	Applicable Jurisdiction
ForceManager S.R.L. de C.V.	Calle Girasol 40, Colonia los Angeles Apanoaya, Iztapalapa, 09710, Mexico City	Law of Mexico City, Federal District.	Jurisdiction of Mexico City, Federal District, Mexico.

2) Clients domiciled in Colombia

Contracting Party	Address for notifications	Applicable Law	Applicable Jurisdiction
ForceManager Colombia S.A.S.	Calle 85 Nº 11-53 INT. 10 OF.401, Bogotá, Colombia	Law of the Republic of Columbia.	Jurisdiction of the City of Bogotá D.C., Colombia.

3) Clients domiciled in the USA

Contracting Party	Address for notifications	Applicable Law	Applicable Jurisdiction
ForceManager Inc.	90 Canal Street, 4th floor, Boston, Massachusetts, 02114, USA	New York State Law.	Jurisdiction of the City of New York, USA.

4) Clients domiciled in the UK

Contracting Party	Address for notifications	Applicable Law	Applicable Jurisdiction
ForceManager Ltd.	London (W2 6BD), Paddington 2 Kingdom Street, 6 FI, UK.	UK Law.	Jurisdiction of the City of London, UK.

5) Clients domiciled in Italy

Contracting Party	Address for notifications	Applicable Law	Applicable Jurisdiction
Sellf, S.r.l. (A Socio Unico).	Via Sile 41, CAP 31056, Roncade (TV), Italy.	Law of the Italian Republic.	Jurisdiction of the City of Milan, Italy.

6) Clients domiciled in Spain and in countries other than those listed above

Contracting Party	Address for notifications	Applicable Law	Applicable Jurisdiction
Tritium Software, S.L.	Josep Irla i Bosch 1-3, 2ª planta, 08034, Barcelona.	Spanish Law.	Jurisdiction of the City of Barcelona, Spain.