

# LICENSING AGREEMENT INNOQUBIT SOLUTIONS SLU

This document regulates the relationships and services of the use of the purchase or subscription model of our programs (hereinafter referred to as the "Product") developed either by INNOQUBIT SOFTWARE SLU with CIF B-42830554 (hereinafter INNOQUBIT) or by third parties, in all cases having the rights of use and commercialization and currently having the products indicated below:

## Own products:

- ✓ **IQ eSign Facturae BC:** electronic invoicing solution in XML Facturae format with connectors to different invoice reception portals (FACE, EFACT, OSAKIDETZA, FACEB2B) for Business Central. (<https://www.innoqubit.com/wp-content/uploads/IQeSignFacturae.pdf>)
- ✓ **IQ eSign ePDF BC:** solution for issuing signed electronic invoices in PDF, or any other document, for Business Central. (<https://www.innoqubit.com/wp-content/uploads/Hoja-producto-eSignPDF-BC.pdf>)
- ✓ **IQ eSign Facturae API:** electronic invoicing solution in XML format Facturae with connectors to different invoice reception portals (FACE, EFACT, OSAKIDETZA, FACEB2B) for any ERP. (<https://www.innoqubit.com/wp-content/uploads/Hoja-Producto-API-Factura.pdf>)
- ✓ **IQ eSign ePDF API:** solution for issuing electronic invoices signed in PDF, or any other document, for any ERP. (<https://www.innoqubit.com/wp-content/uploads/Hoja-de-producto-IQ-eSign-ePDF-API.pdf>)
- ✓ **IQ eSign Ticket BAI API:** electronic billing solution for the Basque Country according to Ticket BAI/Batuz regulations, for any ERP. (<https://www.innoqubit.com/wp-content/uploads/Hoja-de-Producto-API-TBAI.pdf>)
- ✓ **IQ Banking Core:** banking integration solution for Business Central. (<https://www.innoqubit.com/wp-content/uploads/Hoja-producto-IQ-banking-CP.pdf>)
- ✓ **IQ Banking API:** banking integration solution for any ERP. (<https://www.innoqubit.com/wp-content/uploads/Hoja-Producto-API-IQ-Banking-Core.pdf>)
- ✓ **IQ Banking Learn:** solution for automating the management of direct debit receipts for Business Central. (<https://www.innoqubit.com/wp-content/uploads/Hoja-de-Producto-IQ-Banking-SEPA.pdf>)

- ✓ **BESEPA:** web solution for automating the management of direct debit receipts. (<https://www.innoqubit.com/wp-content/uploads/Hoja-de-producto-Besepa-IQ.pdf>)
- ✓ **Docuten Connect (Docuten integration with Microsoft Dynamics):** Docuten digital signature integration solution with Business Central. ([https://www.innoqubit.com/wp-content/uploads/Docuten\\_BC.pdf](https://www.innoqubit.com/wp-content/uploads/Docuten_BC.pdf))
- ✓ **Captio Connect. (Captio integration with Microsoft Dynamics):** Captio expense management integration solution with Business Central. (<https://www.innoqubit.com/wp-content/uploads/Captio-Connect-1.pdf>)

### Third party products:

- ✓ Supplier Products **Gestalia:**
  - **SII Module:** SII management solution for NAV/BC. (<https://www.innoqubit.com/wp-content/uploads/SII-Microsoft.pdf>)
  - **Ticket BAI Module:** Ticket BAI regulatory management solution for NAV/BC. (<https://www.innoqubit.com/wp-content/uploads/TBAI-Microsoft.pdf>)
  - **IRPF module:** IRPF management solution for NAV/BC.
  - **VAT Prorata Module:** VAT Prorrata management solution for NAV/BC.
- ✓ Supplier Products **Aitana:**
  - **iDynamics SII:** SII management solution for NAV/BC. (<https://www.innoqubit.com/soluciones-sii-suministro-inmediato-informacion/>)
  - **iDynamics Warehouse:** Warehouse management solution integrated with NAV/BC. (<https://www.innoqubit.com/gestion-almacenes/>)
  - **iDynamics Commissions:** Sales commission management solution for Business Central. (<https://www.innoqubit.com/gestion-comisiones-venta/>)
  - **iDynamics IRPF:** IRPF management solution for NAV/BC.
- ✓ Supplier Products **Document:**
  - **Document: WEB and/or API:** digital signature solution for third parties. (<https://www.innoqubit.com/wp-content/uploads/Docuten-Hoja-de-Producto-IQ.pdf>)

- ✓ Supplier Products **Captio**:
  - **Captio and its various additional modules:** employee expense management solution. (<https://www.innoqubit.com/wp-content/uploads/Captio-Captio-Connect-1.pdf>)

This information is what formalizes the contracts for the transfer of use, rights and permissions to which the client who contracts with INNOQUBIT has the right to use.

The entry into force of this said contract will be governed from the date and signature of the document/contract, with the prior formalization and signature of the offer and/or order and the corresponding bank domiciliation for payment and confirmation of your “Licensing Contract” according to the corresponding model and/or version.

The main terms used on which the INNOQUBIT SOFTWARE SLU licensing model is based are defined below.

## 1 – SERVICES AND RIGHTS

### A) RIGHT OF USE

The client who contracts any option or module of our applications has the right to access and use the software services according to the contracted version as a purchase, subscription or pay-per-use, as described in more detail in this contract.

The client may use the purchased product in accordance with the terms of this contract and may not use our software for any purpose other than that for which the program has been configured. In this regard, the client may not manipulate or circumvent the technical limitations of the version of the purchased product, nor activate, alter, or modify application modules in accordance with applicable legislation on intellectual property and software development.

You may not activate, alter, modify or attempt to bypass any billing or access control mechanism that regulates your use of the product. Failure to pay, in any of the payment methods you choose to pay (monthly, annually or more...), depending on the contracted method, will give you the right to take the actions of immediate cancellation and suspension of the contracted service, without prejudice to any other liability that may be incurred due to breach of contract.

The Client may not rent, lend, resell, transfer or sublicense the Product, or any part thereof, to third parties, as this is a serious infringement with legal consequences.

## B) END CUSTOMER USERS

Pursuant to this Agreement, the Client shall control the access of its users and shall be responsible for their use of the “Product”, ensuring that they comply with the “Acceptable Use Policy”. In this regard, by way of example, actions that are prohibited:

- infringe any proprietary rights of any party, including patents, trademarks, trade secrets, copyrights, rights of publicity or other rights;
- illegally share unauthorized product license keys, software to generate unauthorized product license keys, or software to bypass product license key controls, including extending a free license beyond its trial period;
- suppose impersonate any person or entity, including any of our employees or representatives, including by using false associations with GitHub or fraudulently misrepresenting your identity or the purpose of the site; or
- infringe the privacy of any third party, for example, posting another person's personal information without their consent.



## C) PRODUCTS THAT ARE NOT THE PROPERTY OF INNOQUBIT



We may make available to you “Products” that are not owned or developed by INNOQUBIT, through contracting them to provide them with service or by other means. The use of any Product that is not from INNOQUBIT will be governed by independent terms between the Client and the service provided and the guidelines of this third party manufacturer must be complied with if contracting it is necessary.

For your convenience, INNOQUBIT may include charges for Non-INNOQUBIT Product as part of its Services billing. However, INNOQUBIT assumes no responsibility for any Non-INNOQUBIT Product.

Customer shall be solely responsible for any Non-INNOQUBIT Product that Customer uses with the Services. We are not a party to or bound by any of the terms governing Customer's use of any Non-INNOQUBIT Product.

The customer agrees to the terms and conditions of products that are not owned by Innoqubit. The terms of the following products are:

Products from supplier Docuten:

<https://docuten.com/es/legal-notice/>

Products from supplier Captio:

<https://www.captio.net/general-subscription-agreement>

iDynamics supplier products:

<https://docs.idynamics.es/es/commissions/common/iDynamics-EULA.html>

## **D) RESPONSIBILITY FOR YOUR ACCOUNTS**

Customer is also responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer's use of the Services. Customer shall promptly notify our service and support team of any potential misuse of Customer's accounts or authentication credentials, and any security incidents related to the Services.

## **E) UPDATES**

INNOQUBIT will be able to make changes to the Services periodically in order to improve its products. We will notify you three (3) months in advance before removing any feature or functionality, unless security, legal or system performance requirements require immediate removal.

In addition, for the correct use of our applications, it is necessary that you update the versions of the Products contracted for their correct operation and that you give them access to update them. Failure to update the programs and not following the recommendations for use and updating will mean that we cannot be held responsible for their correct operation.

Updates are necessary and products must be compatible with the operating system versions they use. If the operating system version is not appropriate, the computer on which the application is installed will have to be updated.

# **2 – SECURITY, PRIVACY AND DATA PROTECTION**

## **A) SECURITY**

We maintain appropriate technical, programming and organisational measures, as well as internal controls and security routines for our applications, updating development to the needs and versions of current operating systems, in order to ensure reliability of the internal data integrated into our applications. The client is fully responsible for configuring a solution, either external or contracted to us, to ensure the appropriate security, protection and physical support of the data used in our applications and to make backup copies to minimise the risk of data loss. By making these backup copies, you ensure that when you restore our applications you can recover the information you require.

INNOQUBIT is not responsible if the client loses information due to a malware attack, virus, theft, theft or any other incident, since the client is the one who must take the necessary measures to ensure that their data is protected, is

not violated, is not used illegally and can be recovered in the event of a computer disaster, theft, or computer attack.

## **B) PRIVACY AND DATA PROTECTION**

In the event that the provision of the Services entails the need to access personal data, INNOQUBIT, as the data controller, is obliged to comply with data protection regulations, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council, of April 27, 2016, regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data (hereinafter RGPD). And in particular, it must comply with the following:

1. For the purposes of Article 28 GDPR, INNOQUBIT will only process the personal data to which it has access in accordance with the instructions of the CLIENT and will not apply or use them for a purpose other than the object of the Contract, nor will it communicate them, even for storage, to other persons. In the event that INNOQUBIT uses the data for another purpose, communicates them or uses them in breach of the provisions of the Contract, it will also be considered responsible for the processing, and will be liable for any infringements it may have personally committed.
2. INNOQUBIT must adopt the necessary technical and organisational measures to guarantee the security of personal data and prevent its alteration, loss, processing or unauthorised access, taking into account the state of the technology, the nature of the data stored and the risks to which they are exposed, whether arising from human action or from the physical or natural environment. For these purposes, INNOQUBIT will continue to apply the security levels established in Royal Decree 1720/2007 in accordance with the nature of the data it processes.
3. Likewise, INNOQUBIT complies with the requirements and demands of REGULATION (EU) No. 910/2014 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of July 23, 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93 / EC
4. INNOQUBIT will not subcontract another data processor without the prior and express consent of the CLIENT.
5. INNOQUBIT will assist the controller, taking into account the nature of the processing, through appropriate technical and organisational measures, whenever possible, so that the controller can fulfil its obligation to respond to requests that aim to exercise the rights of the interested parties.
6. INNOQUBIT will assist the Client in ensuring compliance with the obligations set out in the Regulation, taking into account the nature of

the processing and the information available to the Data Processor; at the Controller's discretion, it will delete or return all personal data upon completion of the provision of processing services, and will delete existing copies unless the retention of personal data is required under Union or Member State law.

7. INNOQUBIT will make available to the Client all the information necessary to demonstrate compliance with the established obligations, as well as to allow and contribute to the performance of audits by the controller or another auditor authorized by said controller.
8. INNOQUBIT shall be liable for any damages and losses that may arise for the CLIENT and for any claims that may be made by a third party, and which are directly caused by errors by INNOQUBIT, or its staff, in the execution of the Contract or which arise from the lack of diligence referred to above.
9. The obligations established for INNOQUBIT by this clause will also be binding on its potential employees, collaborators, both external and internal, and subcontractors, so INNOQUBIT will be liable to the CLIENT if such obligations are breached by such employees.
10. For its part, the CLIENT must ensure compliance with the GDPR throughout the processing, supervise it and make any necessary enquiries. As well as, where appropriate, allow access to or provide INNOQUBIT with the data necessary for the provision of the service.

## 3 – ACQUISITION SERVICES

### A) ORDERS

By placing or renewing an order, Customer agrees to the details of the offer for that Licensing offer and for the number of users indicated, which forms part of this Agreement.

### B) PRICES AND PAYMENT

Payments are due and payable in accordance with the details of your licensing offer. During the term of your licensing agreement, the prices for the Services will not increase, as to the licensing model, from those published on our websites at the start or renewal of your commitment period, except for non-INNOQUBIT Products, for which we have no pricing control. All prices are subject to change at the start of the renewal of any licensing model.

## **C) RENEWAL**

Upon renewal of your subscription or maintenance, this Agreement will terminate and your renewal will thereafter be governed by the terms and conditions set forth on the date your subscription or maintenance is renewed (the "Renewal Period"). If you wish to cancel or modify your renewal, you may do so by sending an email notifying us of such cancellation or modification to [info@innqubit.com](mailto:info@innqubit.com) at least 30 days before the expiration of the current period. If you do not receive any such notice within this time period, your subscription or maintenance will automatically renew for the same period at the end of each contract period and until the termination of your subscription or maintenance.

# **4 – VALIDITY PERIOD, TERMINATION AND SUSPENSION**

## **A) VALIDITY PERIOD**

This Agreement will remain in effect until the expiration, termination or renewal of your subscription or maintenance, whichever occurs first.

## **B) SUBSCRIPTION OR MAINTENANCE PERIOD AND TERMINATION**

Customer may terminate this subscription or maintenance at any time during its Term, however, Customer must pay all amounts due and owed prior to the effective date of termination of their subscription or maintenance and no refunds will be made of any amounts paid on account.

## **C) RETURN AND DELETION OF CUSTOMER DATA**

The Customer may extract and/or delete the data entered into the Customer's own products at any time. When a subscription or maintenance expires or ends, we will retain the Data that has not been deleted by the Customer for at least 30 days, so that it can be extracted. The Customer will remain responsible for storage and other applicable costs during this retention period.

Following expiration of this retention period, we will delete all Data, including any backup or cached copies, within 30 days of the end of the retention period.

You agree that we have no further obligation to retain, export or return any Data entered into our applications and that any deletion of your Data under these Terms shall not entail any liability on our part.




## D) SUSPENSION

INNOQUBIT may suspend Customer's use of the Services if: (1) it is reasonably necessary to prevent unauthorized access to Customer Data; (2) Customer fails to pay any amounts due under this Agreement; or (3) Customer fails to comply with the Acceptable Use Policy or violates any other terms of this Agreement. If one or more of these conditions apply, then: A suspension will apply to the minimum necessary portion of the Services and will only be in effect while the condition or need exists. We will notify you prior to suspension, except where we reasonably believe we need to effect the suspension immediately. We will notify you at least 15 days prior to a suspension for nonpayment.


If you do not fully address the reasons for the suspension within 30 days of the suspension, we may terminate your subscription or maintenance and delete your Customer Data with no retention period. We may also delete your account if your use of the Services is suspended more than twice in a twelve (12) month period.

## 5 – WARRANTIES

### A) LIMITED WARRANTY



We guarantee connectivity to "Products" at least 99.95% of the time, except when our server hosting provider (Microsoft® Azure™ or AWS) performs updates to their servers (typically approximately once every 2-3 months) to keep the platform environment secure for all applications and machines. This update process may cause the server hosting our Products to reboot, making our Products unavailable for a period of time. There is no way to avoid these security updates.



### B) EXCLUSIONS TO THE LIMITED WARRANTY

This limited warranty is subject to the following limitations:

- Any implied warranties or conditions which cannot be excluded as a matter of law shall last for one (1) year from the commencement of the limited warranty.
- This limited warranty does not cover problems caused by accident, abuse, or use of the Products in a manner inconsistent with this agreement or our published documentation or guidance, or caused by events beyond our reasonable control.
- This limited warranty does not apply to problems caused by any failure to meet the minimum system requirements.
- This limited warranty does not apply to Previews, Beta or Demo Versions or free offers.

**DISCLAIMER.** Except for this warranty, we make no warranties, express, implied, statutory or otherwise, including warranties of merchantability or fitness for a particular purpose.

### C) CONDITIONS OF SERVICE:

- Any breakdowns or malfunctions of the Service will be reported to Innoqubit via email at the address [info@innqubit.com](mailto:info@innqubit.com).
- The support team's business hours (on working days) will be:
  - From October to May:
    - Monday to Thursday from 9:00 a.m. to 4:00 p.m., Spanish time (peninsula).
    - Friday from 09:00 to 14:30 h, Spain time (peninsula).
  - From June to September:
    - Monday to Friday from 9:00 a.m. to 2:00 p.m., Spanish time (peninsula).

INNOQUBIT undertakes to restore the service levels offered in the event of a serious contingency in the shortest possible time from the moment of notification by the client.

The provision of the service may be subject to incidents that may compromise the maintenance of adequate service levels. In this regard, and to prevent these incidents from having the least possible impact on the provision of the service, incident prioritization criteria are established to enable correct response and resolution times to be offered.

These prioritization criteria are divided into two types:

- Normal: Incidents that do not imply the complete stoppage of the service or that do not compromise the security of the service in any of its parameters. Also included in this type of incident are those related to configuration aspects that the client can resolve autonomously using the product documentation.
- Critical: Incidents that involve the complete cessation of the service or that may compromise its security.

Regarding response times, the following service levels have been established:

Task	Response time
Requests	8 hours
Normal incidence	6 hours
Critical incidence	4 hours

The time expressed in the table refers to working hours.

The resolution of queries or any request for contact with a consultative nature are excluded from the classification of incidents. These types of requests will also be attended to without the time limits of this service level agreement being applicable.

Furthermore, given that this is a service that requires Internet access, INNOQUBIT cannot guarantee continuous and uninterrupted access to the system in the event of contingencies attributable to the suspension of access to the network. In these cases, INNOQUBIT's liability will be limited to the aforementioned incidents.

The responsibility assumed by INNOQUBIT for internet connectivity of its service will be 99.95% of the time, except in the case of:

- Malfunction of the client's software or computer applications or client equipment,
- Periodic or extraordinary maintenance or repair procedures or
- Other reasons beyond the control of INNOQUBIT or not reasonably foreseeable.

The commitment to this level of service will only apply once the service is launched and not during implementation testing.

## **6 – LIMITATION OF LIABILITY**

### **A) LIMITATION**

INNOQUBIT's liability under this Agreement is limited to direct damages up to the amount paid under this Agreement for the Services giving rise to such liability during the twelve (12) months prior to such liability arising.

### **B) EXCLUSION**

Neither party shall be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or damages for lost profits, lost revenue, business interruption, or loss of business information, even if the party was aware that such damages were possible.

### **C) EXCEPTIONS TO LIMITATIONS**

The limitations of liability in this section apply to the fullest extent permitted by applicable law, but do not apply to the violation by either party of the other party's intellectual property rights.

## 7 – MISCELLANEOUS

### A) NOTIFICATIONS

In order to receive notifications, you may contact the following address: INNOQUBIT SOFTWARE SLU, Avda. del Mar nº 42-2º-A Castellón (12003) The customer agrees to receive electronic notifications from us, which will be sent by email to the email address indicated in the customer record to which the “Products” Subscription is associated.

Notices are effective on the date shown on the acknowledgement or, in the case of email, when sent. You are responsible for ensuring that the email address for the account you provided in the customer area is accurate and current, and you agree that any email notice will be effective when sent, whether or not you receive the email.

### B) ASSIGNMENT

The client may not assign this contract in whole or in part.

### C) INDEPENDENT COMPANIES

Both the client and INNOQUBIT, when providing their subscription services, declare that they are completely independent companies with no employment relationship, and that they are of a commercial nature. This Contract does not constitute in any way the subscription of an agency, association or business collaboration contract, only a contract for the use of Subscription of our applications.

### D) APPLICABLE LAW AND JURISDICTION

This contract shall be governed by the laws of Spain. For the resolution of any dispute, discrepancy, question or claim arising from the execution or interpretation of this Contract or related to it, directly or indirectly, which is the exclusive jurisdiction of the Courts and Tribunals, the Parties, expressly waiving their own jurisdiction, if different, expressly submit to the jurisdiction of the Courts and Tribunals of the city of Castellón. This choice of jurisdiction does not prevent either party from requesting, in any applicable jurisdiction, the adoption of precautionary measures in relation to the infringement of its intellectual and industrial property rights.

## **E) FORCE MAJEURE**

Neither party shall be liable for any failure of performance due to causes beyond its reasonable control, such as fire, explosion, power outage, earthquake, flood, storm, strike, embargo, labor dispute, act of civil or military authority, war, terrorism (including computer terrorism), acts of God, acts or omissions of Internet traffic operators, acts or omissions of governmental or regulatory bodies (including the adoption of regulations or other government acts affecting the provision of the Services).

