

MSA - Master Service Agreement

THIS AGREEMENT CONSTITUTES A BINDING CONTRACT ON YOU AND GOVERNS YOUR USE OF, AND ACCESS TO, THE SERVICES BY YOU, YOUR AGENTS AND END-USERS.

By accepting this Agreement, either by accessing or using a Service, or authorizing or permitting any Agent or End-User to access or use a Service, You agree to be bound by this Agreement. If You are entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this Agreement for that Entity and representing to iVcardo that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms "User," "You," "Your" or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not accept this Agreement and may not use any of the Services.

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1. DEFINITIONS

When used in this Agreement with the initial letters capitalized, in addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

Account: means any accounts or instances created by or on behalf of User or its Agents within the Services.

Affiliate: means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby “control” (including, with correlative meaning, the terms “controlled by” and “under common control”) means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

Agent: means an individual authorized to use a Service through Your Account as an agent and/or administrator as identified through a unique login.

Agreement: means the Master Services Agreement together with any and all Supplemental Terms, and Order Forms along with the iVcardo Privacy Policy located on Our Site.

Applicable Data Protection Law: means Directive 95/46/EC (or a successor thereto) on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data.

API: means the application programming interfaces developed and enabled by iVcardo that permit Users to access certain functionality provided by the Services, including, without limitation, the REST API that enables the interaction with the Services automatically through HTTP requests and the application development API that enables the integration of the Services with other web applications.

Associated Services: means products, services, features and functionality designed to be used in conjunction with the Services but not included in the Service Plan, including, without limitation, integrations and applications created or developed by iVcardo or its Affiliates and made available in the iVcardo marketplace (available at <https://www.iVcardo.com/apps>) which will be governed by this Agreement unless iVcardo otherwise communicates a different agreement to You at the time of Your deployment of or access to the integration or application. For avoidance of doubt, none of the Services or any other product, service, feature or functionality that is expressly stated to be governed by any alternative license, agreement or terms shall be deemed an Associated Service.

Beta Services: means a product, service or functionality provided by iVcardo that may be made available to You to try at Your option at no additional charge which is clearly designated as beta, pilot, limited release, non-production, early access, evaluation or by a similar description.

Confidential Information: means all information disclosed by You to iVcardo or by iVcardo to You which is in tangible form and labeled “confidential” (or with a similar legend) or which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to, information relating to iVcardo’s security policies and procedures. For purposes of this Agreement, this Agreement as well as Service Data shall be deemed Confidential Information. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving Party at the time of disclosure by the disclosing Party; (b) was or is obtained by the receiving Party by a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d)

was or is independently developed by the receiving Party without use of the disclosing Party's Confidential Information.

Consulting Services: means consulting and professional services (including any training, success or implementation services) provided by iVcardo or its authorized subcontractors as indicated on an Order Form or other written document such as a statement of work "SOW", as defined below.

Documentation: means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Services or describing Service Plans, as applicable, provided or made available by iVcardo to You in the applicable iVcardo help center(s); provided, however, that Documentation shall specifically exclude any "community moderated" forums as provided or accessible through such knowledge base(s).

End-User: means any person or entity other than Agents with whom interact using a Service.

Order Form: means any of Our generated service order forms executed or approved by You with respect to The Charges, which form may detail, among other things, the fees relating to our value-add products and services.

Payment Agent: means a payment agent designated by iVcardo.

Personal Data: means any information relating to an identified or identifiable natural person where an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity.

Personnel: means employees and/or non-employee service providers and contractors of the iVcardo Group engaged by the iVcardo Group in connection with performance hereunder.

Processing/To Process/Processed: means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

Service(s): means the products and services that are ordered by You online through a link or via an Order Form referencing this Agreement, whether on a trial or paid basis, and made available online by Us, via the applicable login link and other web pages designated by Us, including, individually and collectively, the applicable Software, updates, API, Documentation, and all applicable Associated Services that You have purchased or deployed ("Deployed Associated Services") that are provided under this Agreement. "Services" exclude Third Party Services as that term is defined in this Agreement and Associated Services that are not provided under this Agreement. From time to time the names and descriptions of the Services or any individual Service may be changed. To the extent the End-User is given access to such Service as so described by virtue of a prior Order Form or other prior acceptance of this Agreement, this Agreement shall be deemed to apply to such Service as newly named or described.

Service Data: means electronic data, text, messages, communications or other materials submitted to and stored within a Service by You, Agents and End-Users in connection with Your use of such Service, which may include, without limitation, Personal Data.

Service Plan(s): means the packaged service plan(s) and the functionality and services associated therewith (as detailed on the Site applicable to the Service)..

Site: means a website operated by the iVcardo Group, including www.ivcardo.com, as well as all other websites that the iVcardo Group operates.

Software: means software provided by iVcardo (either by download or access through the Internet) that allows Agents or End-Users to use any functionality in connection with the applicable Service.

The Charges: means the rates You have agreed to for the Service as defined in the MPA Master Partner Agreement.

Supplemental Terms: means the additional terms and conditions that are (a) contained in this Agreement under the Section entitled, "Supplemental Terms and Conditions" which apply and are incorporated into this Agreement with certain Services, features, or functionality; (b) included or incorporated on an Order Form (e.g. when a Deployed Associated Service is purchased); or (c) applicable to Consulting Services when purchased by You.

Third Party Services: means third party products, applications, services, software, networks, systems, directories, websites, databases and information obtained separately by You which a Service links to, or which You may connect to or enable in conjunction with a Service, including, without limitation, Third Party Services which may be integrated directly into Your Account by You or at Your direction.

"We," "Us" or "Our": means iVcardo as defined below.

iVcardo: means IVCARDO TECHNOLOGIES SL with reference B55235956, a company based in Barcelona, Spain, or any of its successors or assignees.

iVcardo Group: means IVCARDO TECHNOLOGIES SL together with all its Affiliates.

2. GENERAL CONDITIONS; ACCESS TO AND USE OF THE SERVICES

2.1 Subject to compliance by You, Your Agents and End-Users with this Agreement, You have the limited right to access and use a Service, together with all applicable Deployed Associated Services, for Your internal business purposes. We will (a) make the Services and Service Data available to You pursuant to this Agreement and the applicable Order Forms; (b) provide applicable standard customer support for the Services to You at no additional charge as detailed on the applicable Site and Documentation and/or upgraded support if purchased; (c) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except (i) during planned downtime for upgrades and maintenance to the Services (of which We will use commercially reasonable efforts to notify You in advance both through Our Site and a notice to Your Account owner and Agents) ("Planned Downtime"); and (ii) for any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Third Party Services, or acts undertaken by third parties, including without limitation, denial of service attack ("Force Majeure Event"). iVcardo reserves the right to monitor and periodically audit Your use of the iVcardo Services to ensure that Your use complies with the Agreement and the Service Plan restrictions on Our Site. Should iVcardo discover that Your or any Agent's use of the Service is not in compliance with the Agreement or the Service Plan restrictions on Our Site, iVcardo reserves the right to charge You, and You hereby agree to pay for, said usage in addition to other remedies available to Us.

2.2 You may not use the Services to provide fleet management or vehicle dispatch on behalf of more than one third party (other than Affiliates) through a single Account. Without limiting the foregoing, Your right to access and use the API is also subject to the restrictions and policies implemented by iVcardo from time to time with respect to the API as set forth in the Documentation or otherwise communicated to You in writing.

2.3 A high speed Internet connection is required for proper transmission of the Services. You are responsible for procuring and maintaining the network connections that connect Your network to the Services, including, but not limited to, "browser" software that supports protocols used by iVcardo, including the Transport Layer Security (TLS) protocol or other protocols accepted by iVcardo, and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You, Agents or End-Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Service Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by iVcardo. We assume no responsibility for the reliability or performance of any connections as described in this section.

2.4 In addition to complying with the other terms, conditions and restrictions set forth below in this Agreement, You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Services available to any third party, other than authorized Agents and End-Users in furtherance of Your internal business purposes as expressly permitted by this Agreement; (b) use the Services to Process data on behalf of any third party other than Agents or End-Users; (c) modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services or related systems or networks; (d) falsely imply any sponsorship or association with iVcardo or the iVcardo Group, (e) use the Services in any unlawful manner, including, but not limited to, violation of any person's privacy rights; (f) use the Services to send unsolicited or unauthorized bulk mail, junk mail, spam, pyramid schemes or other forms of duplicative or unsolicited messages; (g) use the Services to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property rights; (h) use the Services in any manner that interferes with or disrupts the integrity or performance of the Services and its components; (i) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software making up the Services; (j) use the Services to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (k) use the Services to knowingly post, transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software ("Malicious Software"); (l) use or launch any automated system that accesses a Service (i.e., bot) in a manner that sends more request messages to a Service server in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser; or (m) attempt to use, or use the Services in violation of this Agreement.

2.5 You are responsible for compliance with the provisions of this Agreement by Agents and End-Users and for any and all activities that occur under Your Account, as well as for all Service Data. Without limiting the foregoing, You are solely responsible for ensuring that use of the Services to store and transmit Service Data is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations You may maintain or enter into with Agents or End-Users. You also maintain all responsibility for determining whether the Services or the information generated thereby is accurate or sufficient for Your purposes. You agree and acknowledge that each Agent will be identified by a unique username and password ("Login") and that You and Your Agents are responsible for maintaining the confidentiality of all Login information for Your Account.

2.6 In addition to Our rights as set forth in Sections 2 and 8.4, We reserve the right, in Our reasonable discretion, to temporarily suspend Your access to and use of a Service if We suspect or detect any Malicious Software connected to Your Account or use of a Service by You, Agents or End-Users.

2.7 You acknowledge that iVcardo may modify the features and functionality of the Service(s).

2.8 You may not access the Services if You are a direct competitor of the iVcardo Group, except with iVcardo's prior written consent. You may not access the Services for the purposes of monitoring performance, availability, functionality, or for any benchmarking or competitive purposes.

2.9 If You register for a free trial for any of the Services, We will make such Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s); (b) the start date of any access to a Service purchased by You for such Service(s); or (c) termination of the trial by Us in our sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Please review the applicable Documentation during the trial period so that You become familiar with the features and functions of the Services under applicable Service Plans before You make Your purchase.

ANY SERVICE DATA YOU ENTER INTO A SERVICE, AND ANY CONFIGURATIONS OR CUSTOMIZATIONS MADE TO A SERVICE BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU AGREE TO THE CHARGES FOR THE SAME SERVICE AS COVERED BY THE TRIAL, PURCHASE THE APPLICABLE SERVICE, OR EXPORT SUCH SERVICE DATA, BEFORE THE END OF THE TRIAL PERIOD.

2.10 From time to time, We may make Beta Services available to You at no charge. You may choose to try such Beta Services in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms that will be presented to You. Beta Services are not considered "Services" under this Agreement; however, all restrictions, Our reservation of rights and Your obligations concerning the Service, and use of any Third Party Services shall apply equally to Your use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

3. CONFIDENTIALITY; SECURITY AND PRIVACY

3.1 Subject to the express permissions of this Agreement, each Party will protect each other's Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each of us may use each other's Confidential Information solely to exercise our respective rights and perform our respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the Personnel who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this Section 3.1 shall supersede any non-disclosure agreement by and between the Parties that would purport to address the confidentiality and security of Service Data and such agreement shall have no further force or effect with respect to Service Data.

3.2 The iVcardo Group will maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data, as described in the Agreement, the Supplemental Terms entitled, "How We Protect Service Data" attached hereto, and Supplemental Terms for the Deployed Associated Services, as applicable. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Service Data by Personnel except (a) to provide the Services and prevent or address service, support or technical problems; (b) as compelled by law in accordance with Sections 3.1(b) or 3.1(c); (c) in accordance with the provisions of Section 3.4; or (d) as You expressly permit in writing. The iVcardo Group's compliance with the provisions of Sections 3.2 through 3.5 and the Security Measures set forth in Exhibit B, Section 2 ("How We Protect Service Data") shall be deemed compliance with the iVcardo's Group's obligations to protect Service Data as set forth in the Agreement.

3.3 To the extent Service Data constitutes Personal Data, You and the iVcardo Group hereby agree that You shall be deemed to be the data controller and the relevant entity in the iVcardo Group Party shall be deemed to be the data processor as those terms are understood under the Applicable Data Protection Law. Unless otherwise specifically agreed to by iVcardo, Service Data may be hosted by the iVcardo Group or their respective authorized third-party service providers in the United States, the EEA or other locations around the world. In providing the Services, iVcardo will engage entities within the iVcardo Group and other authorized service providers, to Process Service Data, including and without limitation, any associated Personal Data pursuant to this Agreement within the European Economic Area (the "EEA"), the United States and in other countries and territories. Under no circumstances will any entity in the iVcardo Group be deemed a data controller with respect to Service Data under Applicable Data Protection Law or any relevant law or regulation of any Member State as defined in Applicable Data Protection Law.

3.4 If Personal Data originates from an Agent or End-User in the EEA, We will ensure, pursuant to Applicable Data Protection Law that, to the extent that any Service Data constitutes Personal Data, if Service Data is transferred to a country or territory outside of the EEA (a "non-EEA country"), that such transfer will only take place if: (a) the non-EEA country in question ensures an adequate level of data protection; (b) one of the conditions listed in Article 26(1) of Directive 95/46/EC (or its equivalent under any successor legislation) is satisfied; (c) done so on the basis of iVcardo's approved binding corporate rules known as the iVcardo Binding Corporate Rules ("iVcardo's BCR") which establish adequate protection of such personal information and are legally binding on the iVcardo Group (iVcardo's BCR can be accessed here and here); or (d) the transfer is via the EU-U.S. or Swiss-U.S. Privacy Shield Frameworks. Upon Your request and subject to Your entry into iVcardo's Data Processing Agreement ("DPA") We will further ensure that the transfer is subject to the standard contractual clauses designed to facilitate transfers of Personal Data from the EEA to all third countries that have been adopted by the European Commission (known as the, "Model Clauses"), which have been incorporated into the DPA. You can execute Our DPA by emailing Your request to Us at privacy@ivcardo.com.

3.5 You agree that the iVcardo Group and the third-party service providers that are utilized by the iVcardo Group to assist in providing the Services to You shall have the right to access Your Account and to use, modify, reproduce, distribute, display and disclose Service Data to the extent necessary to provide the Services, including, without limitation, in response to Your support requests. Any third-party service providers utilized by the iVcardo Group will only be given access to Your Account and Service Data as is reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in Section 3.2; and (b) their agreement to comply with the data transfer restrictions applicable to Personal Data as set forth in Section 3.4.

3.6 Whenever You, Your Agents or End-Users interact with our Services, We automatically receive and record information on Our server logs from the browser or device, which may include IP address, “cookie” information, the type of browser and/or device being used to access the Services. “Cookies” are identifiers We transfer to the browser or device of Your Agents or End-Users that allow Us to recognize Agent or End-User and their browser or device along with how our Services are being utilized. When We collect this information, We only use this data in aggregate form, and not in a manner that would identify Your Agents or End-Users personally. For example, this aggregate data can tell Us how often users use a particular feature of the Services, and We can use that knowledge to improve the Services.

3.7 We receive and store any information You knowingly provide to Us. For example, through the registration process for Our Services and/or through your Account settings, We may collect Personal Data such as your name, email address, phone number, credit card information and third-party account credentials (for example, your log-in credentials for third party sites that integrate with the Services as further detailed in Section 3.9) of You and Your Agents. In addition, We may communicate with You and Your Agents. For example, We may send You and Your Agents product announcements and promotional offers or contact You and Your Agents about Your use of the Services. If You or an Agent does not want to receive communications from Us, please indicate this preference by sending an email to privacy@ivcardo.com and provide us with the name and email address of each Agent that no longer wishes to receive these communications.

3.8 We neither rent nor sell Your Personal Data in personally identifiable form to anyone. However, we may share your Personal Data with third parties in the following ways:

Collecting Usage Data. For the purposes of this section, “Usage Data” means aggregated, encoded or anonymized data that the iVcardo Group may collect about a group or category of services, features or users while You, Your Agents or End-Users use a Service for certain purposes, including analytics, and which does not contain Personal Data, which is used to help understand trends in usage of the Services. In addition to collecting and using Usage Data ourselves, the iVcardo Group may share the Usage Data with third parties, including Our users, partners and service providers, for various purposes, including to help Us better understand Our user’s needs and improve Our Services. We may also publish Usage Data to provide relevant information about the Services and for purposes of marketing.

Aggregated Personal Data that is not personally identifiable. We may anonymize the Personal Data of Your Agents or End-Users so that they cannot be individually identified, and publish this anonymized information, as segmented by industry, geography and other metrics to provide qualitative insight on customer support metrics and other relevant insights. This is accomplished through “iVcardo Benchmark” or similar features; and, You have the choice whether to participate by enabling iVcardo Benchmark from within the settings in the Services. If You do not want to participate, then You should not enable iVcardo Benchmark.

Aggregated Personal Data that is not personally identifiable. We may anonymize the Personal Data of Your Agents or End-Users so that they cannot be individually identified and provide that information to our partners. We may also provide aggregate usage information to our partners for analytics purposes, who may use such information to help us understand how often and in what ways people use our Services. However, We never disclose aggregate information to a partner in a manner that would identify Your Agents or End-Users personally, as an individual.

3.9 iVcardo may also obtain other information, including Personal Data, from third parties and combine that with information We collect through Our Services such as in the case where You use a Third Party Service or where we may have access to certain information from a third party social media or authentication service if You log into Our Services through such service or otherwise provide Us with access to information from such service. Any access that We may have to such information from a third party social or authentication service is in accordance with the authorization procedures determined by

that service. By authorizing Us to connect with a Third Party Service, You authorize Us to access and store Your name, email address(es), current city, profile picture URL, and other Personal Data that the Third Party Service makes available to Us, and to use and disclose it in accordance with this Agreement and the iVcardo Privacy Policy as in effect from time to time and available here.

4. INTELLECTUAL PROPERTY RIGHTS

Each Party shall retain all rights, title and interest in and to all its respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to You, Agents and End-Users to use the Service(s) under this Agreement do not convey any additional rights in the Service(s) or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service(s) as expressly stated herein, all rights, title and interest in and to the Services and all hardware, Software and other components of or used to provide the Services, including all related Intellectual Property Rights, will remain with iVcardo and belong exclusively to iVcardo. The iVcardo Group shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, and/or incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You, Agents, End-Users, or other third parties acting on Your behalf. iVcardo®, and the iVcardo Group's other product and service names and logos used or displayed in or on the Services are registered or unregistered trademarks of one or more members of the iVcardo Group (collectively, "Marks"), and You may only use applicable Marks in a manner permitted by Our Trademark Usage Guidelines to identify You as a user; provided You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Us, Our services or products.

5. THIRD PARTY SERVICES

If You decide to enable, access or use Third Party Services, be advised that Your access and use of such Third Party Services are governed solely by the terms and conditions of such Third Party Services, and We do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Third Party Services, including, without limitation, their content or the manner in which they handle, protect, manage or Process data (including Service Data) or any interaction between You and the provider of such Third Party Services. We cannot guarantee the continued availability of such Third Party Service features, and may cease enabling access to them without entitling You to any refund, credit, or Third Party compensation, if, for example and without limitation, the provider of an Third Party Service ceases to make the Third Party Service available for interoperation with the corresponding Service in a manner acceptable to Us. You irrevocably waive any claim against iVcardo with respect to such Third Party Services. We are not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Third Party Services, or Your reliance on the privacy practices, data security processes or other policies of such Third Party Services. You may be required to register for or log into such Third Party Services on their respective websites. By enabling any Third Party Services, You are expressly permitting iVcardo to disclose Your Login, as well as Service Data as necessary to facilitate the use or enablement of such Third Party Services.

6. BILLING, PLAN MODIFICATIONS AND PAYMENTS

6.1 Unless otherwise indicated on an Order Form, MPA ("Master Partner Agreement") referencing this Agreement, in the Supplemental Terms entitled "Service Specific Terms", or Additional Terms (as defined in Section 12.2) and subject to Section 6.2, all charges associated with Your access to and use of a Service ("The Charges") are due in full upon receipt of invoice. If You fail to pay The Charges or

other charges indicated on any Order Form within ten (10) business days of Our notice to You that payment is due or delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of such Service by You, Agents and End-Users.

6.2 No refunds or credits for The Charges or other fees or payments will be provided to You if You elect to downgrade Your Service Plan. Downgrading Your Service Plan may cause loss of content, features, or capacity of the Service as available to You under Your Account, and iVcardo does not accept any liability for such loss.

6.3 Unless otherwise stated, Our charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively "Taxes"). You are responsible for paying Taxes, except those assessable against the iVcardo Group measured by its net income. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

6.4 If You pay by credit card or certain other payment instruments, the Services provide an interface for the Account owner to change credit card information (e.g. upon card renewal). The Account owner will receive a receipt upon each receipt of payment by the Payment Agent, or they may obtain a receipt from within the Services to track the status. You hereby authorize the Payment Agent to bill Your credit card or other payment instrument on a periodic basis in accordance with the terms of the Service Plan for the Services and for periodic Charges applicable to Deployed Associated Services, and You further agree to pay any Charges so incurred. If applicable, You hereby authorize iVcardo and the Payment Agent to charge Your credit card or other payment instrument.. You agree to promptly update Your Account information with any changes (for example, a change in Your billing address or credit card expiration date) that may occur. The Payment Agent uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain or use Your billing information except to process Your credit card information for the Payment Agent.

6.5 Payments made by credit card, debit card or certain other payment instruments for the iVcardo Service are billed and processed by iVcardo's Payment Agent. To the extent the Payment Agent is not iVcardo, the Payment Agent is acting solely as a billing and processing agent for and on behalf of iVcardo and shall not be construed to be providing the applicable Service.

6.6 Any user that mandates iVcardo to use a vendor payment portal or compliance portal which charges iVcardo a subscription fee or a percentage of any uploaded invoice as a required cost of doing business, shall be invoiced by iVcardo for the cost of this fee.

7. PROMOTIONAL CREDITS POLICY

We may, at Our sole discretion, choose to offer credits for the Services in various ways, including but not limited to, coupons, promotional campaigns and referrals for iVcardo services such as training. iVcardo reserves the right to award credits at its sole discretion. Credits have no monetary or cash value and can only be used by You to offset Your subsequent payments of The Charges for the applicable Service. Credits may only be applied to The Charges due for the Service specifically identified by iVcardo when issuing the credit. Credits can only be used by You and are non-transferable. To the extent that You have been awarded credits, unless the instrument (including any coupon) states an earlier expiration date, credits shall expire and no longer be redeemable twelve (12) months from the date the credit was issued.

8. CANCELLATION AND TERMINATION

8.1 Either Party may elect to terminate Your Account and access to a Service by providing notice, in accordance with this Agreement, on or prior to the date thirty (30) days preceding the end of such Term. Unless Your Account is so terminated, Your access to a Service (including any and all Deployed Associated Services) will renew for a further Term equivalent in length to the then expiring Term. Unless otherwise provided for in an Order Form, the Charges applicable to Your Service for any such subsequent Term shall be Our standard Charges for the Service Plan and Deployed Associated Services to which You have deployed, as applicable, as of the time such subsequent Term commences.

8.2 No refunds or credits for The Charges or other fees or payments will be provided to You if You elect to terminate the Service or cancel Your Account.

8.3 Except for Your termination under Section 8.5, if You terminate the Service or cancel Your Account, or We effect such termination or cancellation pursuant to Sections 2, 8.4 and 8.5, in addition to other amounts You may owe iVcardo, You must immediately pay any then unpaid Charges associated with the Service. This amount will not be payable by You in the event You terminate the Service or cancel Your Account as a result of a material breach of this Agreement by iVcardo, provided that You provide advance notice of such breach to iVcardo and afford iVcardo not less than thirty (30) days to reasonably cure such breach as provided for in Section 8.5 herein.

8.4 We reserve the right to modify, suspend or terminate the Services (or any part thereof), Your Account or Your and/or Agents' or End-Users' rights to access and use the Services, and remove, disable and discard any Service Data if We believe that You, Agents or End-Users have violated this Agreement. Unless legally prohibited from doing so, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. We shall not be liable to You, Agents, End-Users or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Services. Any suspected fraudulent, abusive, or illegal activity by You, Agents or End-Users may be referred to law enforcement authorities at Our sole discretion.

8.5 A Party may terminate this Agreement for cause (a) upon thirty (30) days' written notice to the other Party of a material breach if such breach remains uncured at the expiration of such period; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. If this Agreement is terminated by Us in accordance with this section, You will pay any unpaid fees covering the remainder of the Charges pursuant to all applicable Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

8.6 Upon request by You made within thirty (30) days after the effective date of termination or expiration of this Agreement, We will make Service Data available to You for export or download as provided in the Documentation. After such 30-day period, We will have no obligation to maintain or provide any Service Data, and, as provided in the Documentation, will have the right to delete or destroy all copies of Service Data in Our systems or otherwise in Our possession or control, unless prohibited by law.

9. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS

9.1 Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2 We warrant that during the applicable Term (a) this Agreement and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of

the security, confidentiality and integrity of Service Data; and (b) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty above, Your exclusive remedies are those described in Section 8.5 herein.

9.3 EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 9.2, THE SITES AND THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

10. LIMITATION OF LIABILITY

10.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS AGREEMENT, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY THIRD PARTY IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR CONSULTING SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

10.2 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, THE IVCARDO GROUP'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

10.3 Any claims or damages that You may have against iVcardo shall only be enforceable against iVcardo and not any other entity or its officers, directors, representatives or agents.

11. INDEMNIFICATION

11.1 We will indemnify and hold You harmless, from and against any claim against You by reason of Your use of a Service as permitted hereunder, brought by a third party alleging that such Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an “IP Claim”). We shall, at Our expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by iVcardo for such defense, provided that (a) You promptly notify iVcardo of the threat or notice of such IP Claim; (b) We will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such IP Claim; and (c) You fully cooperate with iVcardo in connection therewith. If use of a Service by You, Agents or End-Users has become, or, in Our opinion, is likely to become, the subject of any such IP Claim, We may, at Our option and expense, (a) procure for You the right to continue using the Service(s) as set forth hereunder; (b) replace or modify a Service to make it non-infringing. We will have no liability or obligation under this Section 11.1 with respect to any IP Claim if

such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by You; (ii) modification of the Service(s) by anyone other than iVcardio; or (iii) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing.

The provisions of this Section 11.1 state the sole, exclusive and entire liability of iVcardio to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by You, Agents or End-Users.

11.2 You will indemnify and hold iVcardio harmless against any claim brought by a third party against iVcardio arising from or related to use of a Service by You, Agents or End-Users in breach of this Agreement or matters for which You have expressly agreed to be responsible pursuant to this Agreement; provided (a) We shall promptly notify You of the threat or notice of such claim; (b) You will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, You shall not settle or compromise any claim that results in liability or admission of any liability by Us without Our prior written consent); and (c) We fully cooperate with You in connection therewith.

12. ASSIGNMENT, ENTIRE AGREEMENT AND AMENDMENT

12.1 You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Your rights under this Agreement or delegate performance of Your duties under this Agreement without Our prior consent, which consent will not be unreasonably withheld. We may, without Your consent, assign this Agreement to any member of the iVcardio Group or in connection with any merger or change of control of iVcardio or the iVcardio Group or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

12.2 This Agreement, together with any Order Form(s) ("MPA agreement") and Supplemental Term(s) constitute the entire agreement, and supersede any and all prior agreements between You and iVcardio with regard to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order or other order documentation You or any Entity which You represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either Party with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations, or terms of any kind between the Parties, except as may otherwise be expressly provided herein.

Notwithstanding the foregoing, Supplemental Terms may apply to certain features, functionality, or services as detailed in a Supplement hereto or that We offer as part of or distinct from the Services (the "Additional Terms"). In those instances, We will notify You of such Additional Terms prior to the activation of these features, functionality, or services and the activation of these features, functionality, or services in Your Account will be considered acceptance of the Additional Terms. All such Additional Terms will be considered incorporated into this Agreement when You or any Agent authorized as an administrator in Your Account activate the feature, functionality, or service. Where there is a conflict between this Agreement and the Additional Terms, the Additional Terms will control.

12.3 We may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. We will notify You not less than ten (10) days prior to the effective date of any such amendment and Your continued use of the Services following the effective date of any such amendment may be relied upon by iVcardio as Your consent to any such amendment. Our failure to enforce at any

time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

13. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14. RELATIONSHIP OF THE PARTIES

The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the Parties.

15. NOTICE

All notices to be provided by iVcardo to You under this Agreement may be delivered in writing (a) by international delivery service ("Courier") or mail to the contact mailing address provided by You on any Order Form; or (b) electronic mail to the electronic mail address provided for Your Account owner. You must give notice to iVcardo in writing by Courier or mail to Placa de Catalunya, Edificio El Triangle, Planta 4, Barcelona 08002 Attn: Legal Department. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

16. GOVERNING LAW

This Agreement shall be governed by the laws of Spain. Any disputes under this Agreement shall be resolved in the courts of Barcelona.

17. ANTI-CORRUPTION

You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at legal@ivcardo.com.

18. SURVIVAL

Sections 1, 3.1, 4 and 9-18 shall survive any termination of our agreement with respect to use of the Services by You, Agents or End Users. Termination of such agreement shall not limit a Party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.

iVcardo Technologies SL4
Legal Department
Plaça de Catalunya 1, Edificio El Triangle, Planta 4
08002, Barcelona
Spain
NIF: B55235956