

## XPENDOR SERVICE SUSSCRIPTION CONTRACT N°20220402

The present contract will govern the subscription relations of the SaaS service of the XPENDOR solution between the Client and ONEGOLIVE SERVICES S.L, hereinafter referred to as GOLIVE, to which the Particular Conditions and/or economic proposal and/or order form accepted by the Client are attached.

### CLAUSES

#### **1. - Terms and definitions**

"Contract": this document and the clauses it contains and which both parties undertake to comply with.

"Documentation": consists of all documentation relating to the contracted products such as user guides, etc., which can be accessed through the web platform where the XPENDOR or XPENDOR application is hosted.

"Particular Conditions": Document that establishes the identification of the Client and the number of users that are contracted, which will be identified with the same XPENDOR subscription contract number.

"Order Form": is the document to be signed between GOLIVE and the Client where all the contracted services are included, as well as the particular conditions of use in the event that they are not established independently.

"Subscription": is the contract to use the XPENDOR solution to which the Customer agrees and which governs this contract. This subscription will include the number of access users, form and price for the provision of the service.

"Services": means all additional services contracted by the Customer to make XPENDOR usable within its organisation, these services may include integration work with other XPENDOR, configurations, training, etc.

"XPENDOR": is the name of the online and mobile platform whose exploitation rights are held by GOLIVE, the purpose of which is to capture tickets and expense invoices, extracting their data for subsequent use in accordance with the functionality included or to be included in the application.

"User": are the persons who are authorised to use XPENDOR, by virtue of a subscription contracted by a Client.

"Manager": are the persons who may perform administrative work within the application related to the coverage of certain user jobs other than the entry of notes, expense invoices, or mileage.

"Parties": the Client and GOLIVE jointly.

"Client" means the business, self-employed or other legal entity that has agreed to this Agreement.

"Subsidiary": any entity that may be encompassed within the entity entering into this agreement.

"Api's": are the applications (Application Programming Interfaces) selected by GOLIVE that incorporate and/or integrate functionalities into the XPENDOR solution (such as, for example, the financial aggregation), the use of which by the User implies consent to GOLIVE's potential access to the information contained therein at the same level as that contained in XPENDOR, and which for all purposes of this contract are considered to be part of the XPENDOR solution.

#### **2. - Use of the Service**

2.1. The present Subscription agreement for the use of the XPENDOR solution and, if applicable, the APIs linked to the same, is granted to the Customer, who may extend it to its Affiliates and authorised employees hereinafter referred to as

"users", the Licence being granted on a non-exclusive, non-transferable and non-sublicensable basis by the Customer, for use throughout the world and for a period of time equal to the duration of the present agreement, or as provided for in the order form or financial offer.

2.2. This Subscription Agreement expressly excludes any rights to the Subscription Agreement other than the right of use, such as, but not limited to, the rights of reproduction, transformation, distribution and public communication. Consequently, the Customer may not sell, rent, lend, distribute, assign, license, sublicense or transfer the products and services in any way to third parties, except as provided in this Agreement or without the prior express written permission of GOLIVE.

### **3. - Integration of the Services**

3.1. In addition to the technical support and maintenance services that GOLIVE will provide to Customer, GOLIVE will, as provided in this Agreement, provide XPENDOR Integration Services in Customer's environment, unless such integration is performed by a GOLIVE Authorized Partner, in which case the Authorized Partner shall be solely responsible for such integration services, which shall not form part of the terms and conditions of this Agreement.

3.2. GOLIVE shall provide Customer with technical assistance or support and maintenance services in accordance with this Agreement.

3.3. The Subscription will include a maintenance service, which will include those corrective and evolutionary activities on XPENDOR necessary for its correct functioning. In this regard, GOLIVE agrees to provide XPENDOR with all updates and bug fixes to XPENDOR as soon as they become available.

3.4. GOLIVE shall always be responsible for the maintenance, operation and security of XPENDOR, with its infrastructure, and therefore undertakes to adopt the necessary technical and organisational measures in order to guarantee these aspects.

### **4. - Price and form of payment for the Services**

4.1. The Customer shall pay all amounts for the contracted services in the manner and method stipulated in the order form or financial proposal issued by GOLIVE. Unless otherwise specified in this agreement or the order form or financial proposal, the applicable fee will be the one corresponding to the tier price based on the number of users contracted by the Customer, a fee in accordance with the current Xpendor price list at any given time.

4.2. The Customer is obliged to provide GOLIVE with valid and up-to-date credit card, bank account and/or any other document provided for in the order form or financial proposal and accepted by GOLIVE. The Customer authorises GOLIVE to charge the total amount of the contracted services listed in the order form or financial proposal, during the term of this contract.

4.3. The service shall be invoiced in accordance with the terms agreed in the order form or financial proposal.

4.4. If any amount invoiced by GOLIVE to the Customer is not paid by the Customer by the due date of the invoice, without limitation of any right or compensation on the part of GOLIVE, the amount due shall be increased by statutory interest for late payment.

4.5. In consideration for the products and services contracted and provided under this contract, the Customer undertakes to pay all due payments on time. In the event of non-compliance by the Client with the established payment deadlines, GOLIVE may, after seven working days from the expiry of the deadline, suspend the service and consider this contract to be terminated by operation of law, with the amount of the services provided up to that date being payable.

4.6. The amounts of the contracted Services do not include taxes, levies, or similar duties of any nature whatsoever (collectively "the Taxes"). The Customer is responsible for paying all Taxes with reference to its purchases in accordance with this contract.

4.7. Customer agrees that purchases of the contracted services do not entail the delivery of any new functionality or features of XPENDOR by GOLIVE with respect to future functionality or features of XPENDOR, which will therefore be subject to its corresponding quotation, and if applicable acceptance on a discrete basis.

4.8. If, due to specific circumstances, including but not limited to, modifications or evolutions of the services provided to the Client, a significant increase in traffic corresponding to the Client, legislative or regulatory changes, among others, the amount of the service may be revised upwards. In the event of changes to the price of the service, the Customer shall be notified in writing at least 15 days before the change comes into effect. In the absence of an express response from the Client, they will be understood to have been accepted by the Client when the first invoice incorporating them is paid.

4.9. The price of the services may vary depending on changes in the factors that make up the service, such as changes in infrastructure, personnel costs, etc. The price of the service may be revised upwards or downwards; in the event of any of these events, GOLIVE will notify the Client of the change in price 30 days in advance. If the Customer decides not to continue using GOLIVE Services after receiving the notification, he/she may cancel his/her membership without penalty of any kind.

4.10. The Subscription agreement with the Customer allows for the settlement of this contract at the end of each year on the following basis:

-the Client will pay GOLIVE the number of users who have used the application that year.

-The Customer shall specify on the order form or financial offer the price bracket to be paid according to the number of users accessing the application.

4.11. No additional services are included, and if they are included, they shall be governed by their own contract or the general service provision contract.

## 5. - Responsibilities

5.1. GOLIVE will provide the standard support applicable to the Services contracted by the Customer, at no additional charge. It will use commercially reasonable efforts to provide a service available 24 hours a day, 7 days a week, except in the event of: upgrades or maintenance operations of XPENDOR, notified to the Customer at least 7 days in advance. Neither party shall be liable for any unavailability caused by force majeure or acts of God, including, but not limited to, for example, acts of government, fire, flood, earthquake, civil unrest, terrorism, strike (other than by GOLIVE employees), failure or delay of the internet service provider, or any other circumstance beyond the reasonable control of the obligated party. We will both use reasonable efforts to mitigate the effect of a force majeure event. If such an event continues for more than 90 days, either of us may cancel the outstanding services by written notice. This section does not relieve either party of its obligation to take reasonable steps to follow its normal disaster recovery procedures or its obligation to pay for services rendered.

5.2. GOLIVE shall implement administrative, physical and technical measures for the protection of the security and confidentiality of the Customer's data, and especially its personal and financial data, as provided in Clauses Eleven and Twelve of this Agreement. This protection shall include, but is not limited to, measures to prevent access, use, modification and non-disclosure of the Customer's information by GOLIVE, except for the purpose of providing the Services contracted by the Customer, and to prevent and deal with service or technical problems.

5.3. The parties, in the exercise of their respective activities, shall be directly responsible for the fulfilment of any obligations that correspond to them by law. To this effect, both parties expressly state that they will act at all times as independent parties, without the present contract implying the existence of any other type of relationship, such as the establishment of a company of any kind or an association or alliance, or the existence of any employment relationship, agency contract and/or distribution contract, and therefore each of the parties assumes, in its entirety, expressly exempting the other party, all tax, labour, administrative or any other type of obligations that may arise in this respect.



## **6. - Limitation of liability**

6.1. GOLIVE does not guarantee that the service is useful for the performance of any particular activity. GOLIVE is excluded from all liability for damages of any kind that may be due to fraud in the usefulness that users and/or the Client may have attributed to the service and the reliability of the service and content accessible through the service.

6.2. GOLIVE does not control or offer any kind of guarantee as to the veracity, validity, completeness and/or authenticity of the data that Clients provide about themselves on the XPENDOR platform. GOLIVE is excluded from any liability for damages of any kind that may be due to the incorrect identity of the Client and the lack of veracity, validity and/or authenticity of the information that the Client provides about themselves and/or provides or makes accessible to other users.

6.3. GOLIVE is not responsible for the nature and type of information and content stored by the Client. Nevertheless, and in compliance with the provisions of art. 11 and 16 of the LSSI-CE, GOLIVE is at the disposal of all users, authorities and security forces, actively collaborating in the removal or, where appropriate, blocking of all content that could affect or contravene national or international legislation, the rights of third parties or morality and public order. Users who consider that there is any content on the website that could be subject to this classification are requested to notify GOLIVE immediately.

6.4 GOLIVE shall be excluded from any liability for damages of any kind that may be due to access to and/or use of the service by the Client or Users contrary to the provisions of these general terms and conditions.

6.5.- In no case shall the liability of any of the Parties exceed, except for wilful misconduct or default, 100% of the total amount of the Services affected and paid for by the Client with a limit of the 6 months immediately prior to the incident giving rise to the liability.

Neither Party shall be liable to the other or to any third party for any indirect, special, consequential or incidental loss, direct or indirect and consequential damages relating to: a) loss of revenue; b) loss of opportunity; c) loss of profit; d) costs of recovery, even if the Party has been notified of such damages, except for wilful misconduct, default or breach of the provisions of this Agreement by either Party.

## **7. - Intellectual and/or Industrial Property Rights**

7.1. All industrial and/or intellectual property rights to the XPENDOR, as well as to any extension, improvement or modification thereof, are the exclusive property of GOLIVE, and the Customer shall refrain from using or registering in its name any patents, trademarks or other distinctive signs owned by GOLIVE and may not modify, reproduce, distribute, publicly communicate or make XPENDOR available to third parties, except as provided for in this Agreement or with the prior authorization of GOLIVE.

7.2. The Customer may not, directly or indirectly, decrypt, decompile or derive source code from any intellectual and/or industrial property owned by GOLIVE to which it has access as a result of this contract, or reverse engineer the design and function of the aforementioned intellectual and/or industrial property. Likewise, the Client undertakes, within the framework of good contractual faith, to promptly and effectively report any infringement or well-founded fear of infringement by third parties of XPENDOR, which could affect the legitimate interests of GOLIVE, of which the Client may become aware.

7.3. The Client shall retain all industrial and/or intellectual property rights to which it is entitled over the information and contents that it may store through XPENDOR in the context of the use of XPENDOR under the contracted service. Consequently, by virtue of this contract, the Client does not transfer to GOLIVE or any third party the ownership or grant any license or right of use other than that provided for herein, or of any other type in relation to any information, content or any intellectual or industrial property right owned by the Client.

## **8. - Technical Support**

GOLIVE's technical support terms and conditions shall apply to the XPENDOR subscription contracted by the Customer. Except as provided in the XPENDOR license subscription agreement with an Authorised Partner. After the end of the service subscription period, the right to receive any support will be terminated.

The Customer Services provided by GOLIVE and included in the XPENDOR License Subscription Agreement are:

- Provision and maintenance of the XPENDOR solution: GOLIVE may implement enhancements, updates and new versions of the XPENDOR Web and Mobile solution. Any new version may include modification or removal of existing features and/or new features or functions.

- Technical support for XPENDOR: Problems and technical requests must be managed through the support form <https://xpendor.com/en/technical-support/> and will be processed from Monday to Thursday from 09:00h to 18:00h, and on Fridays from 9:00h to 15:00h, CET (excluding local holidays in Zaragoza and general holidays in Spain), giving a response and customer service within a maximum of 48 hours.

- The following will be considered included in the XPENDOR Subscription Contract: new versions of the application and incident resolution.

- Additional services for resolving doubts and XPENDOR training and configuration at the Customer's request will not be included. These services will be invoiced by GOLIVE in accordance with the applicable prices in force at the time of request.

## 9. - Warranties

9.1. GOLIVE shall make XPENDOR available to the Customer on an "as is" basis, without any other implied or implied warranty, either as to fitness for a particular purpose, or freedom from defects or errors, or as to its ability to integrate into a particular system, or as to the accuracy of the information contained therein, except as expressly set forth in this Agreement, and the Customer relies on XPENDOR and the results solely at the Customer's own risk. GOLIVE shall not be liable for any indirect, consequential, punitive, and/or punitive damages and/or lost profits arising from the User's use of XPENDOR.

9.2. However, GOLIVE grants the Customer a warranty for a maximum period of 90 days from the date of purchase, if any defect or failure of XPENDOR should arise such that XPENDOR does not function properly. This warranty does not cover damage or defects resulting from the Customer's acts or omissions, the actions of a third party, or events beyond the reasonable control of GOLIVE.

9.3. The foregoing is the only warranty of any kind, whether express or implied. GOLIVE excludes the implied warranties of merchantability and fitness for a particular purpose and non-infringement. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or country to country.

9.4. The foregoing warranty shall not apply when:

- XPENDOR is not used in accordance with this Agreement or the Documentation.
- XPENDOR or any part thereof is modified by any entity other than GOLIVE,
- XPENDOR malfunctions as a result of XPENDOR equipment, product or service not supplied by GOLIVE.

## 10. - Security

In order to guarantee private and confidential access, the Customer is provided with a secret login and password. It is essential that these access data are changed by the Customer and subsequently by the Customer's users to completely confidential data at the first access. From the moment that GOLIVE delivers the access information, the Customer and its users are responsible for maintaining it with the utmost diligence and keeping it secret for an indefinite period.

In this case, the Customer shall be liable for all damages to itself, to third parties or to GOLIVE that may arise as a result of its failure to maintain the secrecy of the access data. En tal caso, el Cliente se hace responsable de todos los daños que pudieran producirse para sí, para terceros o para GOLIVE, que se hayan derivado de su falta de secreto respecto a los datos de acceso.

## 11. - Confidentiality

By virtue of this Agreement the parties to the use of the XPENDOR Solution and its APIs may have access to confidential information thereof (hereinafter referred to as "Confidential Information"). The parties hereby agree to disclose only such information as is required for the performance of their obligations under this Agreement. Confidential information shall be limited to the terms and rates payable under this agreement and all other information clearly identified as confidential.

Confidential information of a party shall not include information which: (a) is or becomes part of the public domain by reason other than through the other party's act or omission, or (b) was in the other party's lawful possession prior to disclosure and was not obtained by the other party directly or indirectly from the disclosing party or (c) is lawfully disclosed to the other party by a third party without restriction on disclosure or (d) is independently developed by the other party.

Each party agrees to maintain the confidentiality of the other party's respective confidential information for a period of three years from the date of disclosure. In addition, we each agree to disclose confidential information only to those employees or agents who need to protect it from unauthorised disclosure. Nothing herein shall preclude either party from disclosing the terms or prices of this agreement or orders submitted subject to this agreement in any legal proceeding arising out of or in connection with this agreement or from disclosing the information to a governmental entity as a result of a legal requirement.

## 12. - Privacy and Authorisation to Access Personal and Financial Data

The processing of personal and financial data shall be carried out in accordance with the other clauses of the contract.

GOLIVE, as processor, is further obliged to:

12.1 To use the personal data being processed, or the data it collects for their inclusion, only for the purpose of this assignment. Under no circumstances may it use the data for its own purposes, it being expressly pointed out that the reasons for accessing and even downloading the customer's financial information are to enable the reconciliation of the expenses paid with the bank card with the data entered in XPENDOR.

12.2 To process the data in accordance with the instructions received in writing from the data controller.

12.3. Not to communicate the data to third parties, except with the express authorisation of the data controller, in the legally admissible cases. The processor may communicate the data to other processors of the same controller, identifying the entity to which the data must be communicated, the data to be communicated and the security measures to be applied.

12.4. Subcontracting. Not to subcontract any of the services that form part of the object of this contract that involve the processing of personal or financial data, except for the auxiliary services necessary for the normal operation of the services of the person in charge. If it is necessary to subcontract any processing, one week's notice must be given, indicating the processing to be subcontracted, the subcontracting company and its contact details. The person in charge must authorise the subcontracting. The subcontractor also has the status of processor.

12.5. Maintain the duty of secrecy regarding the personal data to which he/she has had access as a result of this assignment, even after the end of its purpose.

12.6. To ensure that the persons authorised to process personal data receive the necessary training, are informed and undertake, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures. The supporting documentation proving this shall be at the disposal of the data controller.R

12.7. Right to information. It is the responsibility of the data controller to provide the right to information at the time of data collection.

12.8. Notification of data security breaches.

The processor shall notify the controller, without undue delay and via (email address to be provided by the controller, the client must be the data controller), of breaches of personal data security (where this constitutes a risk) of which he/she is aware, together with all relevant information for the documentation and communication of the incident.

If available, the following information, as a minimum, shall be provided:

- Description of the nature of the personal data security breach (categories and approximate number of data subjects and personal data records affected).
- the name and contact details of the data protection officer or other point of contact from whom further information can be obtained
- Description of the possible consequences of the personal data breach.
- A description of the measures taken or proposed to be taken to remedy the personal data breach, including, where appropriate, measures taken to mitigate the possible negative effects.

If and to the extent that it is not possible to provide the information simultaneously, the information shall be provided in a phased manner without undue delay.

12.9. Support the controller in carrying out prior consultations with the supervisory authority, where appropriate.

12.10. Make available to the controller all information necessary to demonstrate compliance with his or her obligations, as well as for the performance of audits or inspections carried out by the controller or another auditor authorised by the controller.

12.11. It shall implement mechanisms to:

- o Ensure the continued confidentiality, integrity, availability and resilience of processing systems and services.
- o Restore availability and access to personal data promptly in the event of a physical or technical incident.
- o Regularly verify, evaluate and assess the effectiveness of the technical and organisational measures implemented to ensure the security of the processing.
- o Pseudonymise and encrypt personal data, where appropriate.

#### **Obligations of the data controller:**

It is incumbent on the controller to:

1. Allow the processor access to the data and information concerned to which this contract refers.
2. Carry out the corresponding prior consultations, where appropriate.
3. Ensure, prior to and throughout the processing, that the data processor complies with the GDPR.
4. Supervise the processing, including the performance of inspections and audits.

### **13. - Term and Termination of the Agreement**

13.1. This Agreement commences on the date on which the Customer first accepts it and continues in force until the subscriptions for use of XPENDOR contracted expire or have been terminated as provided in the following paragraph.

13.2. The XPENDOR subscription term is initially annual (1 year) from the date of signature of the order form or financial proposal, unless otherwise provided for in the Customer's order form or financial proposal. The XPENDOR subscription is automatically renewed on a monthly basis, unless either of the parties gives notice of non-renewal in writing at least 30 days in advance.

13.3. The economic conditions applicable to the Client shall be established in the Order Form or Particular Conditions annexed hereto, so that they may be modified upon renewal by means of individual notification to the Client. In the event of a modification of the conditions to the detriment of the Customer, the Customer shall have the option, within ten (10) days of the change, to notify GOLIVE of the immediate termination of the contract without penalty, waiving any right to receive any compensation for the termination or modification of the conditions. Continued use of the XPENDOR tool after the expiry of the ten (10) day period above shall imply the Customer's full acceptance of the new conditions.

13.4. Either of the Parties shall have the right to terminate the present contract immediately and in writing in the following cases:

- by mutual agreement of the Parties

- when either of the Parties breaches any of the obligations established in this contract and such breach is not rectified within thirty (30) days of written notification, and the breaching party shall be obliged to compensate the damages caused;
- cause for dissolution in accordance with the provisions of Article 360 of the Consolidated Text of the Capital Companies Act approved by Royal Legislative Decree 1/2010, of 2 July.
- provided that the legal regulations so permit, when administrative or judicial proceedings are brought against that Party that may prevent it from providing the Services or the remuneration agreed in this contract, in which case, the affected Party must notify the other Party of the occurrence of the cause for termination, as soon as possible after it becomes aware of the proceedings:
  - when the falsification of the data and documents provided by the Parties that have served as the basis for the formalisation of the present contract or for the invoicing of the price of the same is accredited.
  - force majeure (as defined in article 1.105 of the Civil Code) which lasts for a period of more than ninety (90) days.
  - failure of the Client to accept the modification of conditions as set out in point 13.3.

13.5 If the contract is terminated due to a decision or cause corresponding to the Client in accordance with the provisions of clause 13.4 above, the Client shall be obliged to pay the unpaid and outstanding amounts corresponding to the contracted services, unless terminated by mutual agreement of the Parties. In no event shall the termination of the contract release the Client from its obligation to pay the amounts pending payment prior to the date of termination.

13.6. At the Client's request, GOLIVE is obliged, within thirty (30) days after the date of termination or expiration of this contract, to make available all Client data stored in XPENDOR. Once the information requested by the Customer has been made available and after a period of thirty (30) days from the termination of the contract, GOLIVE shall have no obligation to maintain or provide Customer data, unless the Customer requests for tax reasons to maintain an access service with a query user. In this case, the Customer will be invoiced for the storage service at the rates specified in the order form or financial proposal.

#### **14. - Assignment and subcontracting**

The Customer undertakes not to assign, in whole or in part, the obligations and rights arising from this contract or to carry out any other operation involving the disposal by any title, encumbrance, commitment and/or transaction, in whole or in part, of the rights and obligations, unless prior written authorisation has been obtained from GOLIVE.

#### **15. - Independence of the parties**

The Parties expressly declare that they act independently of each other in the conduct of their own business and activities. Nothing in this agreement shall constitute an employment, agency, commission, distribution, partnership or joint venture relationship.

#### **16. - Partial validity**

Should any of the clauses of this contract be declared invalid or ineffective, in whole or in part, by court order or otherwise, such invalidity or ineffectiveness shall not extend to the remaining clauses of this contract, which shall remain in full force and effect.

The Parties agree to replace any clause that becomes invalid or ineffective by another valid and effective clause, trying to make the effect of the latter as similar as possible to that of the former.

#### **17. - Notices**

17.1. Any notification or communication to be carried out by reason of the present contract shall be made by the Parties, unless otherwise established in the present contract, in writing and addressed to the address provided as the Client's registered address, to the attention of the contact provided in the order form or economic proposal. For matters relating to the invoicing of the services, notifications shall be addressed to the invoicing contact designated by the Client on the order form or financial proposal.



17.2. Any change of address for notifications, in order to be effective between the Parties, must be communicated to the other at least ten (10) days in advance, by one of the means provided for the practice of notifications.

#### **18. - Applicable law and jurisdiction**

18.1. The law applicable to this Agreement shall be Spanish law. In all matters not expressly provided for in the clauses or in the annexes, the Agreement shall be governed by the Civil Code and, supplementarily, by the other provisions of Spanish common law in force from time to time.

18.2. Likewise, the Parties undertake to interpret and fulfil this Agreement in accordance with the principles of equity and good faith, resolving by means of negotiations and amicable agreements any differences that may arise between them regarding the application, development, fulfilment, interpretation and execution of the same.

In the absence of the foregoing, the Parties agree to submit any difference, discrepancy or dispute related to the Contract or derived from the same, exclusively and with waiver of their own jurisdiction, to the Courts and Tribunals of the city of Zaragoza (Spain).

#### **19. - Revisions**

When you accept an economic proposal or sign an order form for "XPENDOR" services marketed by ONEGOLIVE SERVICES S.L. you accept all the terms previously described in the clauses and conditions of this contract. This agreement regulates the conditions of use of the XPENDOR service with all its functionalities and API's which you agree not to download, install, copy or use except in compliance with the conditions described herein. If you are executing this agreement on behalf of a company, you must have sufficient power of attorney to accept it.

This agreement may be revised by GOLIVE and you agree as "Customer" to comply with it, as last revised and updated on **April 19, 2022**.