

## CONDITIONS OF SERVICE FOR THE USE OF SOFTWARE AS A SERVICE (SAS) KUNAKCLOUD

Kunak.SaaS.Terms.of.Service.2.0.pdf | September 2018

### PRELIMINARY

Please carefully read the terms and conditions of this Agreement before you start using any of the Software and Services that are the object of the Agreement. These Services are based on the use of Software, the ownership of which belongs exclusively to KUNAK TECHNOLOGIES SL, Tax Identity Number: B71110837 and registered address at Parque empresarial La Muga 9, Planta 4, Oficina 1, 31160, Orkoién, Navarra (Spain), and whose use is the subject of a non-exclusive license granted by KUNAK (hereinafter, also referred to as "THE PROVIDER" or "THE LICENSOR") to the End User (hereinafter, referred to as "THE CLIENT" or "THE LICENSEE"), for use in accordance with the purposes and under the conditions that will be detailed below.

This License Agreement constitutes the complete agreement between the Client and the Provider, replacing all other previous or current Agreements. This agreement cannot be amended or modified, except by means of a written document signed by both parties.

If you do not agree to the Terms and Conditions of this Agreement, you must not initiate the use of the Software. The use of any part, utility or function of the Software that is the object of this Agreement indicates that you agree to these terms, and constitutes your complete acceptance of these.

### FIRST. OBJECT

By virtue of this Agreement, the PROVIDER grants a non-exclusive software license for the use of the KUNAKCLOUD software program and the Services provided by it, under the Terms and Conditions set forth in this Agreement and its Annexes.

## **SECOND. GENERAL AND SPECIFIC TERMS AND CONDITIONS FOR THE PROVISION OF SERVICES.**

2.1. The Services will be provided under the following **general Terms and Conditions**:

### **2.1.1. QUALITY GUARANTEE IN RELATION TO ANY WORK THAT IS PREPARATORY OR PRIOR TO THE MATERIAL PROVISION OF THE SERVICE.**

The license of use includes all necessary and additional knowledge related to the content and functionality of the Software, as well as the technical specifications required for the Software to be useful to the CLIENT.

In this respect, the PROVIDER is responsible for ensuring that the quality of the work carried out is done so with the due diligence expected of a company whose expertise lies in carrying out the activities covered by the Agreement. The above must be understood as referring to any possible work/s in the preparation and/or provision of the technical conditions that will enable the CLIENT to access the utilities of the contracted Software, and includes, without limitation, verification of the minimum or suitable requirements of the CLIENT's technical and IT systems, an indication of the modifications or improvements that the CLIENT may be obliged to implement to access the full utility of the contracted Software and the diagnosis of the technical conditions met by the CLIENT in order to enjoy the full utility of the Software.

Without prejudice to the foregoing, the CLIENT is solely responsible for the selection of the Software and the Services that constitute the object of this Agreement, as well as for ensuring that the chosen Software/Services meets their needs. The PROVIDER will not assume any responsibility derived from the adequacy of the Software to meet these needs.

Nor shall the Software's PROVIDER be liable, to the CLIENT or any third party(ies), for any loss, including a loss of profits or any other type of damage/impairment that may occur, resulting from their normal use of the Software, in regard to the functionality and utilities that it provides, all of which is the sole responsibility of the CLIENT.

### 2.1.2. CONFIDENTIALITY AND SECRECY GUARENTEES.

The PROVIDER will maintain confidentiality regarding any information provided by the CLIENT, or which they otherwise have access to, on the occasion of or for the execution of the Agreement, provision of the Services and any possible preparatory activities, including any information which by its very nature should be treated as confidential. Any information that is disclosed by the CLIENT, or that has to be disclosed in accordance with relevant laws or as a result of a judicial resolution or act of the competent administration, is excluded from the category of *confidential information*, as well as any information that KUNAK had prior access to, or information which may have been know because it was already disclosed or is general or public knowledge, whether it was disclosed by KUNAK directly or whether it was legitimately passed on from third parties that were not bound by a similar confidentiality agreement to that defined here.

Specifically, the obligation for confidentiality is guaranteed in respect to all information, data, processes, statistics and records that the PROVIDER may have access to as a result of the CLIENT's effective use of the Software, which are the CLIENT's property, nor shall they disclose any type of information related to their activity, processes, equipment, operations or productive elements of any kind, whether technical, organizational, economic-financial or any other that should be understood as belonging to the CLIENT, regardless of the existence of exclusive rights consolidated by the CLIENT through registrations, patents and similar, or its secret nature.

In this way, the PROVIDER guarantees that their access to such data may only occur during the course of the execution of this Agreement to enable the provision of the Service that is the object of the Agreement, and under the strictest conditions of execution and maintenance thereof. In no case will such information be copied or permanently or temporarily stored for any use that is not strictly required by the provision of the Services, nor transmitted or otherwise disclosed or made available to third parties without the express consent of the CLIENT.

Notwithstanding the foregoing, KUNAK may analyse the data generated by the devices used by the CLIENT to verify the correct functioning of such devices, the management of the communications and to undertake any checks to detect errors. The related information is considered necessary to verify the correct provision of the contracted services, as well as to analyse the quality of these services and implement future improvements across the products and services. Upon termination of the Agreement

and if instructed to do so by the Customer, KUNAK shall not only cease analysing these data but will make sure to completely eliminate them.

The PROVIDER states that they have in place sufficient security elements and resources to guarantee compliance with this obligation, and assumes full responsibility in relation to the aforementioned confidential information, both in regard to themselves and in relation to any person(s) within the organization that may obtain direct access to this information in their capacity as an employee(s) or collaborator(s) within the PROVIDER's organization.

In the case of the termination of the provision of the Service that is the object of this Agreement, the PROVIDER guarantees that under no circumstances will the CLIENT's confidential data or information be kept, eliminating all those data that may have remained on their servers or for services provided by the PROVIDER that the CLIENT required.

All of the foregoing should be understood without prejudice to the CLIENT's responsibilities and obligations to those people who are dependent or integrated in their own organization, with regard to ensuring the preservation of their own confidentiality. In no way will the PROVIDER be subject to any liability arising from breaches or transgressions incurred by people outside their own organization, in the same way that they will not assume any competence over the implementation, management or application of the CLIENT's own internal confidentiality policy or their relationship with third parties unrelated to this Agreement.

Likewise, the CLIENT assumes the same obligations with respect to any confidential information that may be transmitted or entrusted to them by the PROVIDER in regard to the data, processes, statistics and records to which they may have access to as a result of ensuring the effective use of the Software, and which are the property of the PROVIDER or which reveal any type of information related to their activities, processes, equipment, operations or productive elements of any kind, whether technical, organizational, economic-financial or any other that should be understood as belonging to the PROVIDER. This is independent of the existence of exclusive rights consolidated by the latter through registrations, patents and the like, or its secret nature.

Notwithstanding the foregoing, the CLIENT expressly authorizes the PROVIDER to acknowledge the existence of this Agreement across their commercial activities and/or during the advertising promotion thereof. Said authorization refers exclusively to the

manifestation of the existence of the provision of those Services that are the object of this Agreement, and does not include the expression of any of its terms, and technical and economic conditions.

### 2.1.3. GUARANTEES FOR THE PROCESSING OF PERSONAL DATA.

Without prejudice to the commitments already assumed in the preceding stipulations, and in the event that the provision of the Services implies the need to access other personal data belonging to the CLIENT, the PROVIDER, being responsible for the processing of such data, is expressly obliged to comply with the regulations applicable to this processing, particularly to the provisions contained in the current Regulation (EU) 2016/679 of the European Parliament and the European Council, on Data Protection.

For the stated purposes, the PROVIDER states that they will only process the personal data that they have access to during the strict execution of this Agreement, in accordance with the instructions of the CLIENT, and in accordance with the objective needs of the provision of the contracted Services. The PROVIDER will not apply or use these data for any purpose other than the purpose of the Agreement, nor communicate them, even for their conservation, to any other person.

The personal data contained in this Agreement, and those that may be provided within the framework and execution thereof, will be incorporated for processing into a file owned by the PROVIDER, located at its registered office with the strict purpose of serving and complying with the obligations of this Agreement. In accordance with the regulations already invoked, the CLIENT acknowledges that, with respect to the personal data collected under these terms, they have the right to exercise the rights of access, rectification, cancellation and opposition by means of a request addressed, in writing, to the holder of the file and sent to their registered business address.

The PROVIDER guarantees the provision and adoption of all technical and organizational measures necessary to preserve the security of personal data and prevent their alteration, loss, unauthorized treatment or access, given the state of the

technology, the nature of the stored data and the risks to which they are exposed. For these purposes, the PROVIDER will apply the security levels that are established by regulation, according to the nature of the data that they process.

#### 2.1.4. SCOPE OF RESPONSIBILITY TO THIRD PARTIES DEPENDENT ON THE PROVIDER OR INTEGRATED IN THE ORGANIZATION.

The obligations established for the PROVIDER by this clause will also be mandatory for all their employees, collaborators, both external and internal, and subcontractors, so that the PROVIDER will be accountable to the CLIENT if such obligations are not fulfilled by said persons.

2.2. The PROVIDER grants the CLIENT a non-exclusive license, and commits to the provision of the Services under the following **specific Terms and Conditions**:

##### 2.2.1. BASIC TERMS OF THE LICENSE.

The PROVIDER authorizes the CLIENT to use the program described in Clause One of this Agreement; this license is understood as a personal License, of a non-exclusive nature, not sub-licensable and non-transferable.

Under no circumstances may the CLIENT sublicense the use of the program that is the object of this Agreement to any third party, nor subrogate them under their contractual position as a licensee by any act of an assignment of their rights, unless there is prior and express agreement from the PROVIDER.

It is therefore forbidden to license, sell, give or loan, transfer, assign, distribute, host, subcontract, allow use as a timeshare system or service office or otherwise commercially exploit or make available to third parties the Services provided by the licensed Software, unless the parties agree otherwise, or have signed a specific license agreement that enables the use of the software by third parties at the CLIENT's request, and under the terms of said specific license.

### 2.2.2. SOFTWARE PROPERTY

The Intellectual Property of the licensed Software belongs solely and exclusively to the PROVIDER. This intellectual property includes the computer program, its source code and the structure of its database, and also extends to all technical documentation, whether preparatory or final, that is transmitted to the CLIENT or whose access have been given, regardless of the format or support in which it is made available. The Software is not an object for sale, nor does this Agreement transmit its ownership or any other faculty that goes beyond its mere use or is not expressly defined in this Agreement. The PROVIDER authorizes the CLIENT to use or exploit the functionality of the Software solely in accordance with the Terms and Conditions of this Agreement.

In accordance with the foregoing, the CLIENT cannot extract any information or data, code, sample or development of the contracted Software, nor can they partially or totally reproduce, distribute, communicate to third parties or transform any element of those protected by the exclusive property of the PROVIDER, including those listed in the previous paragraph. In particular, The CLIENT is prohibited from accessing or using the Services in order to develop or provide support, and/or provide assistance to a third party to develop or provide support, to products or services that are in competition with those belonging to KUNAK, as well as to perform or disseminate benchmark tests or performance tests of the Services.

All the integrated elements of the contracted Software, its code, structure, documentation and interface are the exclusive property of KUNAK and are duly protected in accordance with the current Intellectual Property Law and complementary provisions, including its registration. For these purposes, the parties agree to recognize the same nature of *confidential information* that is granted to that information listed in Stipulation 2.1.2 of this Agreement for all these elements owned by KUNAK, deriving from it the corresponding obligations for the CLIENT regarding its preservation and prohibition of disclosure.

### 2.2.3. HARDWARE PROPERTY

Likewise, all Hardware elements that the CLIENT obtains access to for the purpose of executing or providing the Services of this Agreement, under any type of contract including the obtaining of their material property through purchase, is strictly subject to the provision of the Services that are contracted, and are not susceptible of any other

use, nor does it grant the CLIENT any faculty for the extraction of any utility other than in compliance with this Agreement.

The ownership of the Hardware also corresponds to KUNAK, and any direct or indirect exploitation of the technology that it contains is prohibited outside the terms of provision set by KUNAK in the Services that are the object of this Agreement. Such prohibition specifically includes the delivery or offering, to any third party not expressly authorized by KUNAK to exploit it, of any means for the observation, analysis, replication or reproduction or use of the Hardware or of any essential element thereof, total or partial, regardless of its purpose. This prohibition extends specifically to any act of disassembly or reverse engineering procedure, regardless of who carries it out.

In the same way, and to the same effect as those defined in the previous Stipulation, the Parties agree to recognize as confidential information, in the terms defined in Stipulation 2.1.2 of this Agreement, all the technological elements owned by KUNAK.

#### 2.2.4.

In the event that the CLIENT is aware of any act constituting a violation of the rights held by the PROVIDER over said Software and Hardware, or has knowledge of a proven real risk that a violation of the PROVIDER's rights may have occurred as a result of a third party, whether or not outside of the CLIENT's own organizational structure, in accordance with the Terms and Scope of the limitations and prohibitions set forth in the preceding Clauses, or is aware of any other act likely to be considered as constitutive of unfair anti-competitive behaviour, the CLIENT must immediately inform the PROVIDER, to whom they will provide all the necessary information and collaboration in the event that the PROVIDER decides to initiate legal actions.

Likewise, in the event that a lawsuit or action is filed against the LICENSEE by a third party alleging any kind of violation or breach of their rights resulting from the LICENSEE's use of the Software or Hardware, the latter will immediately inform the LICENSOR of said demand or claim.

### **THIRD. PAYMENT OF THE COST OF THE LICENSE AND THE USE OF THE SOFTWARE.**

#### 3.1.

Once the payment for the License has been made, the CLIENT must inform the PROVIDER of their conformity with it and with the technical specifications of the operation and use of the Software. If the CLIENT does not express his agreement to



the PROVIDER, it will be understood, nevertheless, that the Services that are the object of the License have been fully accepted from the time in which the start of their utilization can be verified, whether completely or partially, as indicated in the Preliminary Statement of this Agreement.

**3.2.** For the purposes of the interpretation of this Stipulation, it will be understood that the acceptance of the Terms of this Agreement implies, in all cases, manifestation of complete acceptance of its entire content.

**3.3.** Notwithstanding the foregoing, the Parties agree that any additional costs incurred by the PROVIDER for the provision and operation of the Services contracted, arising from causes entirely beyond their control, whether these are attributable to the CLIENT or to events outside the normal provision of the Services, may be included in the cost of the License or be requested separately.

**3.4.** The Parties, for the purpose of determining the cost of the License and the specific operational and functional aspects of the Services that it includes, consider as reflected in this Agreement, the specific Terms and Conditions included in any signed offer or analogous document they have subscribed to between themselves for this purpose.

#### **FOURTH. SUCCESSIVE VERSIONS, IMPROVEMENTS, UPDATES AND UPGRADES.**

**4.1.** The CLIENT acknowledges that the use of the Software is licensed as described in the First Clause, and that this Agreement does not grant them any rights over other versions, or over improvements or modifications thereof.

**4.2.** Exempt from the above are those modifications or updates that the PROVIDER offers to the CLIENT on the occasion of the eventual resolution of any incident, or as result of technical maintenance needs or for the optimization of the Services contracted. In these cases, the PROVIDER will inform the CLIENT of the free nature of said modifications or updates, as well as of their implementation and commissioning. The PROVIDER guarantees that they will provide the CLIENT with access to, and use of these for better compliance with this Agreement.

**4.3.** The CLIENT must accept all the patches, bug fixes, updates, service and maintenance packages (together, the "Patches") necessary for the proper functioning and security of the Services, in the exact way said Patches have been made available to him by KUNAK. The PROVIDER will not be responsible for performance issues or security problems with the Services that are a consequence of the application failing

the acceptance of the Patches necessary for the proper functioning and security of the Services.

4.4. In this same way, the PROVIDER will inform the CLIENT of any other novelty or extension that occurs in the program and that is not included in the licensed services as described in the previous sections, in the case that the CLIENT is interested in contracting them independently. The acceptance of the contracting of an improvement offered by the PROVIDER will entail the acceptance of the particular conditions of use of such improvement if these are required, and also implies the commitment of the PROVIDER to proceed to its implementation in the best technical conditions and without detriment to the provision of the Services.

Except in the case that the contracting of any of these improvements includes the necessary acceptance of additional or different contractual conditions from those contained in this document, it will be understood that its provision, application and use will be governed by the Clauses of this Agreement.

In any case, the PROVIDER will provide these or any other information to the CLIENT by means of an email, interpreting the subscription of this Agreement as a manifestation by the CLIENT of his agreement to the use of said email for such purposes, and in turn, the PROVIDER states, in accordance with the applicable legislation, their commitment not to use said supplied email address for any other purpose, particularly for commercial purposes.

## **FIFTH. DURATION OF THE AGREEMENT, TERMINATION AND EARLY TERMINATION.**

5.1. The term of the Contracted License is ONE YEAR, in effect as of the date outlined in this Agreement.

5.2. The Agreement will expressly be understood as being extended if both parties so agree, or considered to be tacitly extended for equivalent annual periods in the event that, on the expiration date of the initially-agreed term, neither party has provided the other party with at least TWO MONTHS advance notice of termination. In the absence of such notice, the extension will take place automatically, accruing the corresponding economic costs for the PROVIDER.

5.3. In the event of the termination of the Contract for any reason, the CLIENT acknowledges that they will lose all rights or faculty of use and access to the contracted

Software, as well as to the use of the Hardware that is instrumental to its use. The PROVIDER may undertake all legal actions that assist their right to prevent the unlicensed use of any of the utilities that the CLIENT has enjoyed, by calling for its cessation and claiming the corresponding compensation. Said actions may be initiated in accordance with the exclusive and protected nature of the intellectual and technological developments and elements included in the Software and the Hardware, throughout the entire period legally established for the protection of their rights over those and regardless of the completion of the Agreement.

5.4. The Agreement may be deemed terminated if any of the parties commit a serious breach of the obligations set forth therein, and this will be communicated by means of a reliable report from the non-defaulter party, together with their express statement of the will to terminate this Agreement. This is without prejudice to the indemnities that may be borne by the non-compliant party.

## **SIXTH. SERVICE LEVEL AGREEMENT.**

6.1. All Services provided by the PROVIDER are carried out by personnel with expertise in each subject and respond to the application of the technology owned by the PROVIDER. In this regard, this includes any preparatory services or services prior to the commissioning of the Software, as well as those corresponding to its installation, updating and effective use, whether they correspond to assistance, maintenance, communication or the resolution of incidents.

6.2. The incidents, breakdowns or malfunction of the Services will be communicated to the PROVIDER at their specified address through any effective and reliable means. The CLIENT assumes the responsibility to inform the PROVIDER of these incidents as swiftly as possible, as soon as the occurrence has been detected.

6.3. Issues or incidents will be solved by the PROVIDER applying the utmost professional diligence and competence, the responsibility of which is assumed from the time these are detected, particularly from the time the PROVIDER receives notification from the CLIENT in line with what is stipulated in the previous paragraph. The intervention of the PROVIDER may be verified by means of communication by electronic mail or other telematic means, or by means other than the above when deemed necessary.

The resolution of any incidents will be carried out within the shortest possible timeframe, to the best of the PROVIDER's abilities, and the entity and origin of the incident will be dealt with. In this regard, the PROVIDER guarantees the utmost professional diligence and agrees to inform the CLIENT in detail about the origin and diagnosis of the incident, as well as the criteria and actions adopted for its resolution. The CLIENT accepts that the PROVIDER will not be liable for delays related to their own obligations that are a consequence of delays, inaccuracies or defects in the communication of the information by the CLIENT themselves, provided that this information is necessary for the execution and maintenance of the object of the Agreement, and that such delays derive from faults in their duty of collaboration.

In any case, and if it were proved that the PROVIDER has negligently failed to fulfil their obligations, their liability will be limited to the refund of the amounts corresponding to the period of time during which the Service was not provided, or the dysfunction thereof if it has generated a demonstrable harm.

6.4. The issues or incidents are graded as outlined below:

- Serious incidents are understood as those that, in the framework of the provision of the Services, significantly affect the CLIENT, materially preventing them from the use of the Licensed Services or temporarily suspending them.
- Minor incidents are understood as those that, in the framework of the provision of the Services, moderately affect the CLIENT, slowing down or hindering access to the Licensed Services.

6.5. Notwithstanding the foregoing, the PROVIDER will not assume any responsibility for those incidents whose origin or cause is not found in the equipment or other technological elements of their ownership or subject to their direct control, and particularly denies all liability that may arise from any damage caused by unforeseeable events or for unavoidable reasons that could affect servers or other remote elements or devices over which they cannot exercise any control, including ceases, interferences or system or remote service crashes caused by cyber-attacks, natural or meteorological accidents and analogous circumstances over which they cannot exercise any control. The justification of the eventual concurrence of such

conditions as grounds for exoneration of responsibility will be duly brought to the knowledge of the CLIENT in the same terms set forth in the Third Section of this Stipulation, and justified for all purposes laid down in it.

6.6. Likewise, the PROVIDER will not assume any liability whatsoever for any incident, failure or damage that may occur in the use of the Software due to improper or negligent use by the CLIENT. The CLIENT undertakes to make diligent use of the Services, and to protect the access codes that are provided to them by the PROVIDER in order to receive the services that they have requested. These access codes may be modified at the discretion of the CLIENT, who exempts the PROVIDER from any liability for the misuse that may occur when using them and that is derived from a fault or negligence of those who were entrusted with their guardianship or use.

The CLIENT undertakes to immediately communicate, as soon as they become aware of it, any loss or theft of the access codes, so that they can be deactivated and replaced by others. In any case, the CLIENT will bear the costs corresponding to the use of the Services by any third party that uses the access codes until the time they request that the PROVIDER deactivate them.

6.7. Consistent with the provisions of the preceding section, the CLIENT will be responsible for identifying and authenticating all users, for approving access to the Services by said users, for controlling unauthorized access by users, and for maintaining the confidentiality of usernames, passwords and account information. The CLIENT, by associating the usernames, passwords and accounts, and those of their users, to KUNAKCLOUD, accepts responsibility for the timely and correct cancellation of user registries on their local identity infrastructure (intranet) or on their local equipment.

KUNAK is not responsible for any damage caused by its users, including those who were not authorized to access the Services but could access them because the names of users, passwords or accounts were not cancelled appropriately on the CLIENT's local administration infrastructure for identities or local equipment.

The CLIENT is also responsible for all the activities carried out with their usernames, passwords or accounts or with those of their users, or as a result of access to the Services by them or by their Users, and agrees to notify KUNAK immediately about any unauthorized use, undertaking all reasonable efforts to prevent unauthorized third parties from accessing the Services.

6.8. The PROVIDER will also be exempt from any damage or dysfunction arising out of potential incompatibilities between the Licensed Software or its subsequent updates and any other software owned by third parties that the CLIENT had installed or installs on their computers or servers, as well as any other incidents derived from the interoperability, interaction or interconnection of the Software with any other software owned by third parties.

6.9. The regular status of the Services will be checked by the PROVIDER on a regular basis to verify its proper functioning. Any verification of the Services that the PROVIDER undertakes shall be communicated to the CLIENT.

#### **SEVENTH. GUARANTEES OF INDEMNITY.**

The CLIENT assumes the obligation to indemnify the PROVIDER and will not hold the PROVIDER, nor any respective employees, directors or representatives liable for any loss or damage arising or directly or indirectly resulting from a claim of a third party in relation to:

- (a) the CLIENT's use or the use by any End User (understood as such as any person dependent on or integrated into the CLIENT's own organization, or alien to it but enabled by the CLIENT as a user of the Software) of the Services offered, including any activities carried out that falls under their responsibility and the exercise thereof by their employees and staff;
- (b) The breach of this Agreement or the violation of any applicable regulation by the CLIENT or the End Users; or
- (c) A conflict between the CLIENT and any End User.

The CLIENT will also reimburse reasonable legal expenses, as well as the expenses corresponding to the time and materials used by the PROVIDER's employees or contractors to respond to the requirements or judicial orders associated with third party claims described in this Clause.

## **EIGHTH. RESOLUTION OF DISPUTES AND APPLICABLE JURISDICTION.**

Any dispute arising out of this Agreement or that is related to it -including any questions related to its existence, validity, execution or termination-, shall be settled, if the friendly negotiations to which both parties commit themselves as a preliminary route for the resolution of their differences did not success, by the Ordinary Courts and Tribunals of Pamplona (Navarra, Spain). Both parties expressly submit to said Jurisdiction, waiving any other jurisdiction that may correspond to them.

## **NINTH. NOTIFICATIONS**

All notification required under this Agreement will be sent to the other party in writing, in accordance with the provisions of the Sixth Stipulation of this Agreement. In the event that the CLIENT has a conflict with KUNAK or wishes to send a notification in regard to any of the issues set out in this document, said notification must be sent to the KUNAK address in a reliable manner.

Likewise, the CLIENT undertakes to notify KUNAK of their incursion into, or the initiation of, a bankruptcy or liquidation proceeding.

## **TENTH. FINAL CLAUSES.**

**10.1.** This Agreement, of which all the aforementioned Annexes are an integral and substantial part, repeals and replaces any other previous agreements, covenants, negotiations -written or verbal-, between the Parties and relating to the object of this Agreement.

**10.2.** The fact that one of the Parties does not enforce at the time the rights that are owed to it by virtue of one or more clauses referred to in this Agreement, cannot be understood as a general and tacit renunciation of rights and duties set forth in the clause, nor shall it prevent that party from subsequently claiming the timely and rigorous observance of any contractual clause.

**10.3.** When one or more clauses referred to in this Agreement are declared void or invalid by the competent jurisdictional authority, the remainder of the Agreement will remain valid between the Parties, unless it is considered that said clause has been the determining reason for its termination.

## FINAL

The CLIENT acknowledges to having read and understood these conditions and accepts their terms. The CLIENT accepts that the oral or written information that has been communicated by the PROVIDER, their agents or employees in any form does not add any condition other than those stipulated herein, and that such information is not warranted in such terms. The Terms and Conditions of this Agreement, together with the quote as presented, are a declaration of complete and exclusive acceptance, and cancel any other prior proposal or agreement, oral or written, as well as any other type of communication prior to this acceptance.