

**TERMS AND CONDITIONS FOR THE USE OF THE
NTR SOFTWARE (SaaS REGIME)**

Definitions:

“NTR”: Net Transmit & Receive, S.L., a Spanish company with legal address in Barcelona, Calle Josep Pla #2 – Edificio B3, 1ª Planta, and Tax Identification Number (CIF) B-62173737, or any of its affiliates.

“User”: A person or legal entity, duly represented, that uses the SaaS services and has the corresponding license for the use of the NTR software, and that declares him/her self to be the owner of the Devices, or to have the owner's authorization to use them.

“Device/s”: Both desktop and laptop computers and any other electronic machines able to store information and to treat it automatically by means of mathematical and logical operations controlled by programs, or those devices that interact with the NTR Software over which the User, after prior installation of an executable file provided by NTR, uses the NTR Software.

“NTR Software”: programs or applications proprietary of NTR, that the User makes use of, through the corresponding usage license within the framework of the SaaS services that NTR provides.

“SaaS”: Software as a Service.

“SaaS Services”: services that NTR provides to the User through the SaaS platform in relation to the NTR Software.

“SaaS platform”: computing platform managed by NTR, comprising different hardware and software elements (including, among others, the NTR software), communications and services, supplied by NTR or by NTR's third-party suppliers, accessible through the Internet, and that will store the User information and data.

“Provisory Password”: personal and non-transferable identification key that NTR will assign to the Customer to make use of the Free Trial.

“User assigned area”: number of units of storage capacity for digital information in the SaaS platform, which NTR makes available to the User to provide the SaaS services.

“User Manual”: manual detailing the specific operation and the corresponding technical features of each of the modalities of the NTR software.

“Free Trial”: Free period for testing the advances version of the NTR Software, subject to the terms and conditions set forth in this document.

Terms and Conditions for the Use of the NTR Software

1. Scope of the Terms and Conditions

The purpose of these Terms and Conditions is to define the terms and conditions under which NTR will provide the SaaS services to the User. Specifically, in order to provide the proper provision of SaaS services, the following is regulated:

- (i) Remote access to, and use by the User of, the NTR software, that is part of and resident in the SaaS Platform of NTR or of subcontracted third parties acting on behalf of NTR as the Application service provider.
- (ii) The concession in favor of the User of the corresponding license for the use of the NTR software.

2. License for the use of the NTR Software

- 2.1 NTR grants to the CUSTOMER a nontransferable and non-exclusive license for the use of the NTR software, solely under these Terms and Conditions, the Contracting Form, the User Manuals and any other applicable documentation, whether on paper, disc, in the computer's read-only memory or in any other form in use at the time.
- 2.2 Should the User not agree with the content of these Terms & Conditions of Use, he/she shall refrain from using the Free Trial and the Free version of the NTR Software.
- 2.3 The right to use the NTR software will be granted exclusively to the User.
- 2.4 The User will refrain from making copies of, disclosing or allowing third parties to access the NTR software; the User will not allow its use by third parties.
- 2.5 Unless under express authorization from NTR, the User and the Devices indicated by the User are authorized to use the Free Trial period once only, for both the platform access and the NTR Software installation in the Devices, during which, the NTR Software will include a number of features of the “pro” version of the Software, among them, an advanced security system not available for those who use the Free version, which only has the minimum security feature (password/login). To this effect, as pointed out in Clause 6.6 below, NTR reserves the right to monitor the compliance with its usage and computer-assignment policy in relation to the Free Trial period, and shall exercise whichever rights NTR may have in order to defend its interest in case of breach by the User of the aforementioned usage policy.

3. Intellectual property of the NTR Software

- 3.1 The NTR software has been created by NTR, which will keep all intellectual, industrial or any other property rights on the NTR Software, which cannot be the object of

further modifications, copies, changes, reproduction, adaptation or translation on the part of the User.

- 3.2 The structure, features, codes, working methods, information devices, development tools, know-how, methodologies, processes, technologies or algorithms of the NTR software are the property of NTR or its suppliers, and in this latter case, have been licensed or assigned by them and are protected by Spanish and international intellectual and industrial property laws and cannot be the object of further modification, copy, changes, reproduction, adaptation or translation on the part of the User.
- 3.3 Also, all the user manuals, texts, graphic drawings, databases, video or audio support referred to or complementing the NTR software (hereafter referred to as “Associated Materials”) are the property of NTR or the content providers and cannot be the object of further modification, copy, changes, reproduction, adaptation or translation on the part of the User.
- 3.4 The availability to the User of the NTR software and the Associated Materials does not imply, in any case, the assignment of the name or the concession of a right to use in favor of the User other than as indicated in these Terms and Conditions.
- 3.5 Therefore, any use on the part of the User of the NTR software or the Associated Materials, without the authorization of NTR is absolutely forbidden; this includes the exploitation, reproduction, disclosure, transformation, distribution, transmission by any media, further publication, exhibition, public disclosure or total or partial representation, which, if they occur, will be considered as infringements of the intellectual or industrial property rights of NTR, sanctioned by applicable legislation.

4. Regime for the provision of the SaaS services

- 4.1 NTR will provide the SaaS services directly, by its own means, or with the cooperation of third parties. Specifically, NTR may subcontract the SaaS platform in whole or in part to specialized companies from the sector.
- 4.2 In any case, the subcontracting of SaaS services by NTR will take place in full observance of the provisions of the law on the protection of personal data and, therefore, subject to the provisions of Condition 10.2.5 below.

5. Technical Specifications and User Manual

- 5.1 Annex I of these Terms and Conditions contains the technical specifications with which the User networks, devices and terminals must comply at all times in order to install and use the NTR software. If the User’s networks, devices and terminals do not comply with the technical specifications referred, the User will refrain from installing and using the NTR software.
- 5.2 Also, it must be emphasized that each of the programs or applications that the User may select as NTR software has a specific User Manual detailing its specific operation and the basic instructions for its use, as well as a Quick Start Guide that shall brief the

basic operative and functioning instructions. The User may download the User Manual by clicking [here](#).

- 5.3 The User acknowledges that he/she is up-to-date and familiar with the contents of the corresponding Use Manual for each of the programs or applications it has selected as NTR Software.
- 5.4 NTR does not assume any responsibility that may derive from any usage by the User that is not in accordance with the User Manual or in those cases when the User's networks, devices and terminals do not comply with those technical specifications.
- 5.5 Following prior notification by NTR, the User must disconnect its networks, devices or terminals from the NTR platform if, in the opinion of NTR, those networks, devices or terminals have caused or may cause failures, interruptions, errors or defects in the ASP platform.

6. Usage conditions of the SaaS platform and the NTR software

- 6.1 The SaaS platform and the NTR Software will be accessible exclusively by those Users to whom NTR has assigned and provided the corresponding Password for those services, in accordance with the provisions of Condition 2 above.
- 6.2 The User may use the SaaS platform and the NTR software exclusively in accordance with the purposes indicated in these Terms and Conditions. By way of information and without limitation, the User is expressly forbidden from using the SaaS platform and the NTR software for the following purposes:
 - (i) Exploitation, reproduction, broadcasting, transformation, distribution, transmission by any media, further publication, exhibition, public disclosure or total or partial representation of the NTR software.
 - (ii) Giving access the SaaS Services or the SaaS Platform and the NTR Software to people other than the customer, in accordance with the provisions of the Condition 2 above.
 - (iii) Perform any kind of action that may result in modifications, adjustments, damage or changes in the SaaS platform.
 - (iv) Process information or data considered illegal, offensive, slanderous, insulting, defamatory, racist, xenophobic, obscene, threatening or discriminatory.
 - (v) Process information or data containing viruses, Trojans, or any other elements that may cause damage or changes to the SaaS platform.
 - (vi) Generically, any other action against moral, the public order and the norms.
- 6.3 Some modalities of the NTR software may give the User the possibility to take part in forums and/or share information with NTR or other customers that contracted the SaaS services. With relation to the above, the User agrees not to transmit, disclose or make

available to other Users or third parties information, messages, graphs, sound and/or image files, recordings, software and, in general, any class of material, data or contents (hereunder “the contents”) that:

- (i) Induce, incite or promote criminal, humiliating, defamatory, inflammatory, or violent actions, or actions that, in general, oppose the law, public morality, common propriety, generally accepted uses or public order.
- (ii) Induce, incite or promote discriminatory actions, attitudes or ideas for reasons of sex, race, religion, beliefs, age or condition.
- (iii) Include criminal, violent, pornographic, degrading messages or those that, in general, oppose the law, public morality, common propriety, generally accepted uses or public order.
- (iv) Are protected by intellectual or industrial property rights belonging to third parties unless the User has first obtained the necessary usage authorization from the holders of those rights.
- (v) Are considered illegal, deceptive or disloyal advertising and, in general, represent unfair competition.
- (vi) When their features (format, extension, etc.) cause problems in the normal operation of the SaaS platform or the SaaS services.

6.4 With regard to any of the contents that the User may share with NTR or with other customers, based on the provisions of Condition 6.3 above, the User grants to NTR the authorization to use those Contents, which may be the object of further exploitation, reproduction, broadcasting, transformation, translation, distribution, transmission by any media, further publication, exhibition, public disclosure or total or partial representation. The User has no right to receive from NTR pecuniary compensation with regard to that authorization to use the Contents.

6.5 The User will respond for any damage or pecuniary detriment that NTR or other NTR customers may suffer as a result of the User’s non-compliance with any of the obligations related to the Contents, and will release NTR from any claim that may be filed against it in this regard, agreeing to pay all amounts that NTR may have to pay.

6.6 In order to verify the User’s compliance with the provisions of these Terms and Conditions, to ensure the security and proper use of the SaaS platform, and to secure a better performance or adjustments of certain elements of the NTR Software, NTR withholds for itself the right to monitor the use of the SaaS platform and the NTR software.

6.7 The User is the only liable entity in relation to the content of the transmissions carried out when using the NTR Software, as well as in relation to the activity carried out in the Devices. Likewise, should the User allow a third party to access its Devices (invitation), it shall be entirely responsible for the actions carried out on those Devices.

In this regard, NTR provides the User with the necessary means to verify the actions executed on the Devices, as well as a warning mechanism that alerts him/her each time that a Device is subject to a remote control.

6.8 The User undertakes to keep his/her password secret. The User undertakes to immediately notify NTR of any unauthorized use of the User's account.

6.9 NTR shall not provide the support technical service in the free version of the NTR Software.

7. Price

It is expressly stated that use of the NTR Software in its “free” version, as well as during the Free Trial period, is free.

8. NTR's responsibility with regard to the provision of SaaS services

NTR's responsibility with regard to the obligation to provide the SaaS services assumed in this contract will be subject to the following limitations: in no case will the User be able to claim compensation from NTR for damages that may be qualified as derived damages, loss of revenues, loss of business, loss of business reputation or claims from third parties against the User (even if those third parties are public entities or its own customers) or any similar damage.

9. Warranty on the NTR Software

9.1 Specifically, the User agrees that the NTR software is supplied “as is”; therefore, NTR does not guarantee that the functions it contains will meet the needs of the User that the NTR software operates without interruptions or errors. The User will assume the full cost of all the services, repairs and corrections necessary to adapt it to his/her needs.

9.2 The User agrees that the NTR software constitutes a work tool to complement but not replace the human work.

9.3 To make use of the license granted on the NTR software, the User, at all times, must comply with the following obligations: (i) perform backup copies of the data files generated with the continuous use of the NTR software; (ii) use the NTR software in accordance with the provisions of the User Manuals; (iii) have a computing device in good condition; (iv) install an uninterrupted power supply system, with voltage-stabilization; (v) control access to the NTR software in order to prevent use by unauthorized or inexperienced people; (vi) contract periodic maintenance services for the hardware and software; (vii) not allow the installation of virus and defective programs in the same hard disk; (ix) and any other reasonable preventive measure.

9.4 In no case will NTR be considered responsible for operating errors or damages caused by the User's non-compliance with its obligations referred to in Condition 9.3

above or any other applicable obligation in accordance with the provisions of these Terms and Conditions.

- 9.5 NTR will not be responsible for damages that may be qualified as loss of revenue, loss of business, damage to the image or loss of commercial reputation.
- 9.6 Under no circumstances may the User claim compensation for damages caused by reasons beyond NTR's control, specifically but not limited to interruption or failures (i) in the power supply systems; (ii) in the telecommunications network; (iii) in the interconnection elements; and (iv) in the User's devices and terminals.

10. Protection of personal data

10.1 Consent to process personal data

With regard to the personal data that the User may provide to NTR in the log in process, the following provisions apply:

- 10.1.1 NTR notifies the User that the personal data provided by filling in the Log In form will be collected in the file under the responsibility of NTR. The User may exert its access, rectification, cancellation and opposition rights to the processing of those data in Barcelona, Calle Josep Pla #2 – Edificio B3, 1ª Planta. For more convenience and notwithstanding that several formal requirements must be satisfied, NTR offers to the User the possibility to exert the above-indicated rights by calling the telephone number (34) 93 445 07 00 or contacting the e-mail address, info@ntrglobal.com, which is provided for this purpose.
- 10.1.2 If the User does not provide the required personal data, or does so in a partial or incorrect way, NTR may not be able to accept its contract request.
- 10.1.3 The User must notify NTR of any changes in its personal data so that the information contained in NTR files is always updated and free from errors.
- 10.1.4 As NTR intends to send its User's business communications via traditional or electronic means regarding its own products and services, as well as those of third parties, the User, by accepting these Terms and Conditions, expressly authorizes NTR to send commercial, promotional or advertising communications by email or any other equivalent electronic media. If the User does not want to receive commercial, advertising or promotional communications, regardless of the channel used, it may notify NTR of this decision free of charge through the channel indicated above to exert this right. The User's agreement to receive commercial information is always revocable, with no retroactive effects.
- 10.1.5 The User authorizes NTR to share its data with the affiliate companies of the NTR Group included in Annex II or those mentioned at any time in NTR web site www.ntrglobal.com, exclusively for the purposes indicated above, which

will result in the international transfer of data to those countries where the NTR Group affiliates operate, including countries not offering a level of protection equal to the European Union. This consent is revocable at any time, without retroactive effects.

10.1.6 Also, with this document the User is informed of the first communication of data to the companies of the NTR Group.

10.1.7 NTR states that it has implemented the technical and organization security measures necessary to ensure the security of personal data and prevent their unauthorized alteration, loss, processing and/or access, taking into account the state of the technology, the nature of the stored data and the risks to which they are exposed, whether from human action or physical or natural means.

10.2 Provision of services by NTR implying processing of personal data

During the provision of the SaaS services indicated in these Terms and Conditions, NTR may exceptionally request access, for maintenance or security reasons, to the User's personal data, in which case the following provisions apply:

10.2.1 At all times, NTR and the User will properly comply with the provisions contained in the data protection legislation applicable for information and data handled during the provision of the services covered by this Contract.

10.2.2 Specifically, NTR agrees to treat the data in accordance with the instructions of the User, not to apply or use them for purposes other than the provision of the services covered by these Terms and Conditions and not to disclose them, even for safekeeping, to other people. Once the provision of the services is completed, the personal data, as well as any supporting material or documents indicating personal data used during the provision of the services, must be destroyed or returned to the User, unless NTR is legally bound to keep them and, in such a case, NTR must keep them only for the term required.

10.2.3 The User will also comply with the obligations contained in the provisions on personal-data protection under which he/she is responsible for the files containing those data, including legal obligations towards those prejudiced and towards the competent authorities in the field of personal-data protection or replacing entity.

10.2.4 The User authorizes NTR to bear the costs, including any kind of compensation, sanction and expenses resulting from claims of the affected people, for negligence and/or lack of confidentiality, use and/or undue treatment of the personal data, expressly including any amount deriving from the sanctions that eventually may be imposed by the competent authority in matters of the protection of personal data for the non-compliance or defective compliance with applicable legislation, provided that the non-compliance is due to the User, its employees or its assistants.

In those cases, NTR will notify the User of the claims received so that the User may prepare its legal defense. The User must act at all times in a coordinated way with NTR and always preserve the NTR image.

- 10.2.5 With regard to the provisions of Clause 4.1 of these Terms and Conditions, the User expressly agrees that NTR may effectively contract and subcontract the companies specified in Annex III to provide certain services that NTR requests to provide the ASP services to the User. As the provision of those services may require, under exceptional circumstances, that personal data belonging to the User be processed, in the contract signed between NTR and the subcontracted third parties and with regard to the processing of personal data, it is understood that NTR acts on behalf of the User.

11. Adaptations or new versions of the NTR Software

NTR may perform adaptations or release new versions of the NTR Software. If as a result of those adaptations or new versions of the NTR software, NTR considers the modification of these Terms and Conditions to be necessary, it will notify the User of the new Terms and Conditions, which the User must accept within the term set forth in the corresponding communication. Should the User not accept the new Terms and Conditions, the license of use covered by them will be understood to be terminated.

The User expressly agrees that NTR may notify the User of updates or patches that may be considered necessary for the proper operation or maintenance of the NTR software by means of notices or alerts visible to the User. Under no circumstances may the User claim any compensation from NTR for damages that it may derive from the poor operation of the NTR software caused by the User not accepting those updates or patches.

NTR expressly represents that the functionalities available to the User during the Free Trial period shall be object of amendment or cancellation at any time. Once the Free Trial period is finished, a User opting not to contract the product with advanced features, may continue using a version of the Software limited in terms of quality and quantity, subject to these Terms & Conditions of Use.

12. Duration and termination of the SaaS Services and the license of use

The contractual relation ruled by these Terms and Conditions will be valid from the time when NTR logs in and shall terminate when NTR, unilaterally, decides to interrupt the free provision of the SaaS services. Said interruption shall be announced to the User with a reasonable period of notice. Likewise, during the Free Trial period NTR reserves the right to discontinue the service at any time.

13. Usage of the resources of the User's devices

By accepting these Terms & Conditions of Use of the NTR Software, in its “free version”, the User expressly accepts that NTR may have the possibility to use part of the power of

the Devices in terms of disk space and bandwidth, when the User is not making use of such Devices.

While the User license of the NTR Software is in force, the User may contact NTR at any time (info@ntrglobal.com) with the purpose of denying the present authorization of usage of the User's Devices.

14. Force Majeure

The parties will not be considered responsible for the non-compliance with the obligations set forth in these Terms and Conditions if the non-compliance is due to causes beyond the control of the non-compliant party, including but not limited to the following: fire, flooding, strikes, labor conflicts or social unrest, shortages or unavailability of fuel or power supply, unavailability or abnormal operation of the communication networks, accidents, war (declared or not), commercial embargoes, blockades, riots or insurrections.

15. Prevalence of the clauses

If one of the clauses of these Terms and Conditions is declared void or inefficient, in whole or in part, the nullity or inefficiency will only affect that provision or the void section, with the remaining Terms and Conditions prevailing, and the provision, or part thereof, considered affected will be considered as not included. Therefore, these Terms and Conditions must only lose validity with regard to the void provision and no part or provision of these Terms and Conditions will be cancelled, invalidated, damaged or affected by the decision unless that provision is essential for these Terms and Conditions, affecting them in full.

16. Applicable legislation

Any controversy resulting from the interpretation or execution of these Terms and Conditions, or any of its eventual modifications, as well as any non-compliance with them will be analyzed in accordance with Spanish legislation.

17. Competent jurisdiction

To solve any controversy related with the provisions of these Terms and Conditions or their execution, the User and NTR expressly submit to the Courts and Tribunals of Barcelona, waving any other jurisdiction that may correspond.

* * *

ANNEX I

Technical requirements of the DEVICES and USER networks and interconnection, devices and terminals

DEVICES

- Microsoft Windows platforms (9X, 2000, NT, ME, 2003, XP)
- Internet Explorer 5.0 (or higher) or Netscape 6 (or higher), Firefox 1.0 and 2.0, Safari (Mac)
- MAC OS X platforms (10.0 or higher)
- 256 MB RAM minimum
- 1,5Mb of free disk
- Minimum connection: 56 Kbps. Recommended broadband

CUSTOMER

- Microsoft Windows platforms (9X, 2000, NT, ME, 2003, XP, CE), Pocket PC (version iemobile, 2003 and 2005)
- Internet Explorer 5.0 (or higher) or Netscape 6 (or higher), Firefox 1.0 and 2.0, Safari (Mac)
- MAC OS X platforms (10.0 or higher)
- MAC OS X platforms (10.0 or higher)
- 128 MB RAM
- 512 Kbytes of free disk
- Minimum connection: 256 Kbps

ANNEX II

Companies of the NTR Group that may receive personal data from the User

- **Net Transmit & Receive France, S.A.S.**, located at 55, Avenue Marceau 75116 Paris, France.
- **Net Transmit & Receive Germany GmbH**, located at Bergheimer Str. 126, 69115 Heidelberg, Germany.
- **NTR Italia, S.r.l.**, located at Via Sangro, 29, 20132 Milan, Italy.
- **NTR North America LLC**, located at 14881 Quorum Drive, Ste 850, Dallas, TX 75254, USA.
- **Net Transmit & Receive France, S.A.S.**, located at Surrey Technology Centre, 40 Occam Road. The Surrey Research Park, Guildford. Surrey, GU2 7YG, United Kingdom.
- **NTR Japan Corporation**, located at 4-30-22 Taishido, Setagaya-ku, Tokyo 1540004 Japan.
- **NTR Brasil – Serviços de Manutenção em Software Ltda**, located at Edifício Spazio JK · Av. Juscelino Kubitschek 1726 · 11º andar conj 111/112 04543-000 Vila Olímpia · São Paulo, SP, Brazil.
- **NTR Benelux B.V.**, located at Winthontlaan 200, 3526 KV Utrecht, The Netherlands

ANNEX III

Suppliers that NTR subcontracted and that, under exceptional circumstances, may have access to personal data of the User

- **COLT TELECOM ESPAÑA SA**

C/ Acer, 5-9, 08038 Barcelona, Spain

- **NTT/ VERIO:**

Edificio Valgrande, Valgrande, 6 planta 1, Pol. Industrial Alcobendas, 20108, Alcobendas, Madrid, Spain

Taubenstasse 7-9, D-60313, Frankfurt, Germany

- **NAVISITE**

1950 Stemmons Fairway, Dallas, TX 75207 (United States)

- **JAPAN TELECOM**

West Tower 19F. Telecom Center Bldg, 2-38, Aomi, Koutou-ku, Tokyo 135-8070 Japan