

TERMS & CONDITIONS (T & C)

- (A) **UBILIBET S.L.**, and its related entities, including but not limited to all the entities and the companies integrated under the trademark team.blue, are service providers within the fields of: Trademark Services, Brand Protection, Investigative Services, Domain Management, Anti-Piracy, Case Management Services, Legal Survey (and any other present or future Service). Whenever applicable, a mention to UBILIBET in these UBILIBET Terms and Conditions (e.g., when talking about the limitation of liabilities) includes its affiliates, related entities, and Sub-Contractors, even if such is not expressly indicated.
- (B) These Terms & Conditions apply to any Statement of Work entered into by the Parties under this Agreement. If there is a conflict between these UBILIBET Terms & Conditions and any Statement of Work, the Statement of Work will prevail.

1. Definitions

The following terms, when appearing with a capital letter, have the meaning set forth below:

"Affiliate" of a Party means any legal entity that directly or indirectly controls, is controlled by, or is under common control with the Party. For the purpose of this definition, "control" means the power to direct, or to cause the direction of, through the ownership of voting securities, by contract or otherwise of more than 50% of the relevant legal entity;

"Agreement" means the Master Service Agreement (MSA) of this Service between the Parties, which consists of the Customer Details and Controller to Processor Standard Clauses, these Terms & Conditions, UBILIBET's Data Protection Terms, and any Statements of Work.

"Anti-Piracy" means the services offered through UBILIBET Affiliates, and/or subcontractors or sub-data processors, to remove infringing content, websites, hosting of infringing content of the Customer.

"Authorized Persons" means those Persons (whether personnel of Customer or its clients), who are authorized by UBILIBET to have access to and use the Platform(s). Authorized Persons do not include partners of Customer or client partners unless agreed upon in writing between the Parties. For the avoidance of doubt, the Customer is not permitted to expand the scope of this license to users who in any manner resell the Services.

"Brand Protection" or **"Global Brand Monitoring"** mean the services offered, under this Agreement, through UBILIBET Affiliates, and/or Sub-Contractors, to detect, monitor, or enforce the intellectual property rights of the Customer.

"Case Management" and **"Case Management Platform"** means the Services and the platform which allow for the set-up and tracking of intellectual property and brand protection-related actions and management of cases.

"Commencement Date" means the date listed as the **"Commencement Date"** in the Agreement or, if not specified, the date the Customer executes the Agreement.

"Confidential Information" has the meaning ascribed to it in Clause 10.2.

"Customer" is the party listed as such in this Agreement.

"Customer Data" any and all data provided by Customer to UBILIBET under the Agreement, including the information provided under the contract, legal or other documentation and materials, and all information, reports, and analysis which has been loaded onto, created, edited, modified or otherwise produced by an Authorized Person or Customer as a result of using the Platform(s). This does not include public information or output otherwise produced by UBILIBET or the Platform(s) that is not designated within the scope of services delivered to the Customer.

"Disclosing Party" means the Party disclosing Confidential Information to the other Party.

"Domain Management" are stand-alone or supplementary services, to monitor and protect the domain name portfolio of the Customer. Separate Terms and Conditions may apply in relation to Domain Management Services.

"Enhancement" means any update, upgrade, new version, modification or enhancement to the Platform(s).

"Force Majeure" means any cause beyond UBILIBET's or its affiliates and/or subcontractors' control, as a result of which they are unable to perform their respective obligations under the Agreement. Such causes include but are not limited to acts of God, labour conflicts, acts of war or civil disruption, governmental regulations, public utility failures, network failures, industry-wide shortages of labour or material, natural disasters, or health crises.

"Hosting Sub-Contractor" means the entity selected by UBILIBET to host Platform(s), to provide the Services hereunder.

"Intellectual Property Rights" means any copyright, database right, design right, rights to inventions (whether or not patentable), patents, patent applications, know-how, trademarks, service marks, trade secrets, and any rights similar or analogous to any of the foregoing, in each case: (a) whether arising by operation of law, registrable or registered; (b) whether now known or in the future created; (c) in each and every part of the world; (d) for the full term of such rights together with any extensions; (e) including (without limitation) all future rights where capable of present assignment; and (f) with the right to claim for past infringement.

"Investigative Services" are stand-alone or supplementary services, accessible within the Platform(s) or through the Service Provider's Intelligence, Enforcement or Operations Departments. These services include but are not limited to online and offline investigations, enforcement activities, distribution monitoring, and global test purchases.

"Legal Survey" are services to show measured, evidence-based outcomes relating to intellectual property rights.

"Party"/"Parties" means in singular either UBILIBET, by and through its related entities and Sub-Contractors, or the Customer, and in plural both UBILIBET and Customer.

"Person" means an individual, a partnership, a limited liability company, a joint venture, a corporation, a trust, an unincorporated organization, a division or operating group of any of the foregoing, a government, or any department or agency thereof, or any other legal entity.

"Personal Data" means "personal data" as defined in the General Data Protection Regulation 2016/679 of the European Parliament.

"Power of Authority" documented authorization by Customer to UBILIBET giving UBILIBET the authority to act on its behalf in relation to any Services listed herein or provided in a Statement of Work.

"Purpose" means the relationship between the Parties and the objectives of the Customer in relation to the Services provided through this Agreement or any Statements of Work.

"Recipient" means, in respect of an item of Confidential Information, the Party receiving that item of Confidential Information.

"Report Data" means the data created by and through the Platform(s) or reports in relation to the provision of Services under the Agreement and any Statements of Work.

"Services" means all services to be performed and delivered by UBILIBET under the Agreement or in any Statement of Work.

"Source Materials" means the source code, executable code, software build process documentation, database scheme, coding guide and standards, other technical documents relating to the software, enhancements, and other text files in such form that they can be compiled or interpreted into object code together with all technical information and documentation which will allow the use, reproduction, modification and enhancement of the software comprising the Platform(s), including information generated from the Platform(s) through public source and clustering technology which enables the software to function and produce output.

"Standard Support Services" has the meaning ascribed to it in Clause 3.3.

"Statement of Work" means order specifying the Services to be provided to Customer or its affiliates.

"Sub-Contractors" means the sub-contractors of UBILIBET, that are engaged by UBILIBET to provide all or part of the Services.

"**Subscription**" means set term offering of the Service, specified in any Statement of Work.

"**Term**" has the meaning given to it in Clause 8.1.

"**Trademark Services**" are computer-generated and/or analyst-based trademark search and watch services offered through the Platform(s).

"**UBILIBET Platform(s)**" or "**Platform(s)**" mean the proprietary platforms which UBILIBET makes accessible to Authorized Persons, including but not limited to, the presently existing Trademark Platforms (Trademark Search and Trademark Watch), Brand Protection Platforms (ZERO and Talisman), Anti-Piracy Platforms and Case Management Platforms, and (a) any future consolidated UBILIBET platform, enhancements or iterations of these platforms or new platforms provided by UBILIBET for use by its Customers; and (b) any backup or copy of the Platforms which is to be maintained and operated by UBILIBET as necessary to perform and deliver the Services hereunder.

2. Licenses, Intellectual Property Rights, and Ownership

2.1. License to the Platform(s)

- 2.1.1. The Customer is granted for the term of the Agreement a non-exclusive, non-transferable, non-sublicensable and worldwide license to access and use the Platform(s), for the Customer's own business purposes.
- 2.1.2. During the Term, the Customer may, without additional license, permit the Authorized Persons to have access to, and use the Platform(s) for the Customer's own business purposes in the manner contemplated by the Agreement, and any Statement of Work.

2.2. Access to the Platform(s)

The Customer will authorize new Authorized Persons to the Platform(s) in accordance with the procedures established by UBILIBET or by the Sub-Contractor in charge of the Platform(s) and in the corresponding Statement of Work. The customer shall not permit any third party (not an Authorized Person) to use the Services or Platform(s) without the prior written consent of UBILIBET.

2.3. Intellectual Property Rights

- 2.3.1. (a) All Intellectual Property Rights in the Platform(s) (except in the Customer Data provided by the Customer), the Source Materials, and the Enhancements shall remain vested in its legitimate owner, and no Intellectual Property Rights are assigned or otherwise transferred to the Customer.
- (b) All Intellectual Property Rights in and to all Products, Services, additions, developments, enhancements, and improvements (except the Customer Data) created, produced, or carried out by the Customer shall be vested solely in UBILIBET or its Sub-Contractors (depending on the case) or the third parties from whom has been obtained the right to use the Platform(s).
- 2.3.2. Customer agrees that it shall execute all instruments, assignments, and other documents reasonably requested by UBILIBET in order to cause all such Intellectual Property Rights to be vested solely in its legitimate owner.
- 2.3.3. UBILIBET warrants that it has the full legal right to license the data on the Platform(s) and that the use of Platform(s) by the Customer or UBILIBET under the Agreement does not infringe the Intellectual Property Rights of any third party.

2.4. Intellectual Property Rights and ownership of Customer Data or Reports

Customer shall retain title to any Customer Data delivered by Customer to UBILIBET as part of the Services and Customer tailored Reports; this does not include public domain or licensed information provided therein.

- 2.4.1. The Customer warrants that no provided Customer Data infringes on any Intellectual Property Rights of any third party.

3. The services

The Customer will be provided with the Services described in a Statement of Work (Trademark, Brand Protection, Domain Management, Investigative Services, Anti-Piracy, Legal Survey, Case Management Services, and /or any other present or future UBILIBET Services).

3.1. Term of Purchased Subscriptions

The term of each Subscription shall be as specified in a Statement of Work. Except as otherwise specified, Subscriptions will automatically renew for additional periods equal to the expiring Subscription Term or one year (whichever is longer), unless either Party gives the other written notice (email acceptable) at least 60 days before the end of the relevant, current Subscription term.

3.2. Trademark Services

UBILIBET turnaround times for Trademark Services are calculated in working days, starting from the day following receipt of the Customer's order. UBILIBET accepts no responsibility for delays following a 'Force Majeure' event, a strike or a similar cause, a system breakdown, network failure or failures of the postal services, private or public, or resulting from unpaid invoices.

3.3. Support Services

UBILIBET shall provide the Customer with the following support services ("Standard Support Services"):

- (a) Services of the UBILIBET client management support function (collectively "**Client Manager**") during business days, from Monday to Friday between 9:00 a.m. and 6:00 p.m. Spanish Peninsula time zone (or as specified in the Statement of Work);
- (b) Access to the Platform(s) twenty-four (24) hours a day, seven (7) days a week, except as noted in 3.5.2.;
- (c) Reports on the overall performance and usage of the Platform(s) as used by Customer based upon metrics to be mutually determined by the Parties, and as prepared by the Client Manager.

3.4. Hosting and Off-site Backup of Data

- 3.4.1. UBILIBET shall host its Platform(s) or, in its sole discretion, arrange for it to be hosted by its Hosting Sub-Contractor and ensure that the level of hosting service provided is fit for the Purpose. If UBILIBET elects to have the Platform(s) hosted by a Hosting Sub-Contractor, it shall comply with the requirements of Clause 15.

- 3.4.2. UBILIBET shall back up all data no less often than on a nightly basis to an offsite backup location.

3.5. Proper functioning and maintenance of the Platform(s)

- 3.5.1. UBILIBET shall ensure that:
- (a) unless the specific requirements of the Agreement require different practices, UBILIBET shall run and operate its Platform(s) and perform the Services in accordance with good industry standards,
 - (b) UBILIBET and its Sub-Contractors apply and utilize such information security techniques, measures, tools, and protection as is necessary and consistent with industry and compliance standards in the hosting and provision of the Platform(s) and performance of the Services.
- 3.5.2. UBILIBET may, upon at least seven (7) days prior written notice to the Customer or with the prior consent of the Customer on less than seven (7) days prior written notice, take down the Platform(s) for scheduled maintenance, upgrades or new releases.

4. Financial and payment terms

4.1. Fees

- 4.1.1. Customer will pay all fees specified in the respective Statements of Work. Except as otherwise specified herein or in a Statement of Work, (i) fees are based on Services and Subscriptions purchased and not on actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Subscription term.
- 4.1.2. Except as expressly provided in the applicable Statement of Work, [renewal] pricing will be based upon the applicable list price (at the time of renewal). Pricing adjustments are customized and generally reflect the volume or term commitments by the Customer. Any change to pricing will be communicated to the client 60 days in advance of price changes or renewal.

4.2. Invoicing and payment

The customer acknowledges and agrees that this Agreement will dictate all invoicing and payment terms.

- 4.2.1. UBILIBET will invoice the Customer in advance and in accordance with the relevant Statement of Work. Unless otherwise stated in the Statement of Work, invoiced fees are due net thirty (30) days from the invoice date.
- 4.2.2. Customer is responsible for providing complete and accurate billing and contact information and notifying of any changes to such information.
- 4.2.3. Neither UBILIBET nor its Sub-Contractors are responsible for: invoices not processed properly by the Customer, or Customer Accounting Department.
- 4.2.4. UBILIBET will not be bound by Customer Accounting Dept. pre-determined invoice deadlines. All invoices must be paid for undisputed and delivered Services, as stated in 4.2.1 above, as issued. Any late payments will be subject to the fees as described herein.
- 4.2.5. If the Customer uses a service for invoice submission which charges a processing, submission, or related administration fee to UBILIBET, UBILIBET will charge back this fee to the Customer on the subsequent UBILIBET invoice processed.
- 4.2.6. All payments under the Agreement shall be made in currency reflected on the invoice or as agreed to by the Parties through a Statement of Work.
- 4.2.7. If the Customer has any issue regarding an invoice, it must report the issue to UBILIBET in writing within ten (10) business days.
- 4.2.8. In the event of any non-payment of the fees due under the Agreement and with UBILIBET having provided written notice of non-payment to the Customer, UBILIBET may after thirty (30) days of non-payment suspend the Services and suspend access to the Customer and any Authorized Persons to the Platform(s) until such time full payment has been made.

- 4.2.9. If any invoiced amount is not received by UBILIBET by the due date as provided in 4.2.1 above, then without limiting UBILIBET's rights or remedies, (a) late charges may accrue at the interest rate of 1.5% of the outstanding amount due per month or the maximum rate permitted by law, whichever is higher, and/or (b) UBILIBET may condition future subscription renewals and Statements of Work on payment terms shorter than those specified above.

4.3. Payment and collection of applicable taxes

The fees set forth in the Agreement are exclusive of applicable taxes and duties, including any taxes or VAT and/or applicable sales or use tax. The Customer will provide UBILIBET with any information UBILIBET may reasonably request to determine whether UBILIBET is obligated to collect VAT, sales, or use tax from the Customer, including the Customer's VAT or taxpayer-identification number, as well as tax exemption certificate or comparable documents, if applicable.

5. Indemnity

- 5.1. Subject to the limitations of liability set out in Clause 6, each Party agrees to indemnify and defend the other Party from and against all claims, actions, proceedings, costs (including reasonable legal fees) expenses, losses, damages (other than consequential damages) and liabilities arising from the Party's material breach of its obligations under this Agreement.
- 5.2. UBILIBET agrees to indemnify the Customer from and against all claims, actions, proceedings, costs (including reasonable legal fees), expenses, losses, damages (other than consequential damages), and liabilities arising from any claim by a third party that the use of the Services under the Agreement infringes such third party's Intellectual Property Rights.

- 5.3. The Customer agrees to indemnify and defend UBILIBET, its related entities, and its Sub-Contractors from and against all claims, actions, proceedings, costs (including reasonable legal fees), expenses, losses, damages (other than consequential damages), and liabilities arising from any claim by a third party that: (1) Customer Data violate any civil or criminal law or regulation, or infringe such third party's Intellectual Property Rights; (2) damages or claims resulting from UBILIBET reporting or taking actions instructed by the Customer, and/or under its authorization, as specified in Clause 6 and by and through the Power of Authority; (3) when Customer independently uses data from the Platform(s) or Report Data and/or takes action independently.

6. Liability

6.1. Limitation of liability

- 6.1.1. Except in relation to its liability arising from Clauses 5 (Indemnity) and Clause 10 (Confidentiality), and in relation to any subpoenas, legal orders, demands, or requests for information, the aggregate liability of UBILIBET (and its Group Companies and its Sub-Contractors) under the Agreement shall under no circumstances exceed the payments to which UBILIBET would be entitled to invoice the Customer in the most recent calendar year.
- 6.1.2. UBILIBET will not accept any liability for an infringing matter not found by its search engine, the Platform(s), or personnel.

6.2. Authorization

- 6.2.1. Customer acknowledges that UBILIBET acts under the authorization and instructions of the Customer in the creation, production, and action taken on behalf of the Customer in relation to its Brand Protection, Anti-Piracy, Domain, and Investigative Services and/or through the other relevant Services provided under this Agreement. If UBILIBET is instructed to provide Services hereunder including but not limited to sending takedown notices and/or purchasing products on Customer's behalf, the Customer will provide the required Power of Authority during the onboarding process.
- 6.2.2. UBILIBET is not responsible for third-party claims resulting from or related to the instructed actions or Services provided.

6.3. Accuracy of information

- 6.3.1. Customer acknowledges and agrees that the performance of the Services is dependent on the timely completion of the Customer's responsibilities and obligations under this Agreement. Customer will be responsible for: (i) the timely preparation, delivery, accuracy, and completeness of all required documentation, instructions, and other information provided to UBILIBET or inputted into the Platform(s) in connection with the Services, and (ii) the consequences and accuracy of any instructions Customer may give to UBILIBET. With respect to queries written and records retrieved from the Services or written instructions provided in relation to Trademark Search, Watch, Brand Protection, Anti-Piracy, or Case Management Services the Customer is solely responsible for the creation of queries, selection of results, and the accuracy and reliance on written instructions. UBILIBET is not responsible for any errors in query writing, any misinterpretation of query, field parameters, or written instructions, or in the assessment of returned results.
- 6.3.2. UBILIBET's liability for errors or faults in or in relation to the Platform(s) or anything on the Platform(s) does further not include faults or errors caused by circumstances beyond UBILIBET's reasonable control.

6.4. No legal or professional advice

Information retrieved by Customer from UBILIBET via the Platform(s) (or in any other manner connected with Services) is not a legal opinion and shall not be used or construed to be a piece of legal advice for any purpose (including, as a final determination as to whether a trademark is available for use or can be registered). Neither UBILIBET nor its associates or sub-contractors are a law firm and are not engaged in rendering legal services. It is the responsibility of the Customer to obtain necessary legal counsel on any information retrieved from the Platform(s) or in connection with the provision of the Service(s).

6.5. Third-party databases

Because UBILIBET cannot independently verify the accuracy of the information maintained by the responsible government agency (including, in general, all national trademark and patent offices) or any other third-party information sources of this data (including any ICANN-accredited registrar), UBILIBET makes no guarantees, representations or warranties as to the full availability, accuracy or completeness of contents or results of the Services and expressly disclaims the full availability, accuracy, comprehensiveness, currency, or suitability of purpose of any of the information retrieved from the system or Services. UBILIBET cannot and does not accept any liability for any unavailability of the information in third-party databases or for errors or omissions in the information provided by third-party information providers, nor does UBILIBET accept any liability with respect to the disclosure or use of information or records that may contain personally identifiable information. Customer agrees that UBILIBET's third-party licensors may, in their own name or in UBILIBET's name, enforce this Agreement against Customer; provided, however, that Customer agrees that Customer will look only to UBILIBET and not to UBILIBET's third-party licensees for performance by UBILIBET of its obligations hereunder.

6.6. Data retrieved using investigative tools

Customer may be able to obtain additional information on referenced records through the use of investigative tools included in the Services. UBILIBET expressly disclaims the accuracy and comprehensiveness of any data retrieved through these links. Data retrieved from the patent and trademark offices, internet search engines, and any other relevant office are retrieved through third-party providers, and UBILIBET cannot be liable for errors, omissions, or currency of the data presented. It is the sole responsibility of the Customer to determine if the information found, is, in fact, associated with the mark selected. In addition, the failure of the investigative tools to retrieve specific information cannot be construed as proof that the information does not exist or is not retrievable. Customer should always take reasonable steps to confirm information retrieved from the Service. If Customer accesses any third-party public website through investigative tools provided by UBILIBET to Customer for Customer's convenience, Customer must agree to the third-party's user or access agreement posted on those sites. It is wholly the responsibility of the Customer to ensure compliance with all terms and conditions thereof. The customer understands and agrees that it is bound by any additional disclaimer of warranty included with any product or service provided. In particular, the Customer is bound by any disclaimer included with a search report retrieved from the Site.

6.7. Products obtained using investigative services

Customer may request or retrieve test purchases within the scope of the Investigative Services. The purchased items will be Customer's property from the moment of purchase. The Customer acknowledges and agrees that UBILIBET shall not keep any products obtained during a test purchase longer than one (1) year following the delivery of any test purchase. To the extent that the Customer refuses or does not claim the test purchases during the one (1) year period, the products of such test purchases shall be disposed of. UBILIBET does not accept any liability with respect to the disposal of such products.

7. (Intentionally blank)

8. Term and Termination

8.1. Term

- 8.1.1. This Agreement commences on the Commencement Date or, if not specified in the Agreement, on the date on which the Customer first signs the Agreement and/or the Work or Service Order. It shall continue until all Subscriptions have expired or have been terminated.
- 8.1.2. The Subscription term for each Service will be set forth in a Statement of Work for the Service but **shall never exceed two years**. Notwithstanding trial periods, or otherwise specified in a Statement of Work, the term of each Subscription will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is longer), unless either Party gives the other written notice (email acceptable) at least sixty (60) days before the end of the relevant, current Subscription term.

8.2. Termination

Either Party may terminate this Agreement for a justified cause: (i) upon 30 days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such 30-day period, or (ii) if the other party becomes the subject of a petition of bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

8.3. Refund or payment upon Termination

Termination does not relieve Customer of its obligation to pay fees payable prior to the effective date of termination.

9. Consequences of Termination

Upon termination of the Agreement - howsoever arising - ,

- (a) the Recipient shall return (or destroy, at the election of the Disclosing Party) such Confidential Information belonging to, or disclosed by, the Disclosing Party in the Recipient's possession or under its control to the Disclosing Party;
- (b) the following clauses shall survive the expiration or termination (howsoever arising) of the Agreement: Clause 2 (Licenses, Intellectual Property Rights and ownership), Clause 4 (Financial and payment terms, with respect to any payments owed to UBILIBET or any refunds or credits owed to the Customer), Clause 5 (Indemnity), Clause 6 (Liability), Clause 9 (Consequences of termination), Clause 10 (Confidentiality), Clause 11 (Data Protection Terms), Clause 13 (Subpoenas, Legal Orders, Demands or Requests for Information), Clause 14 (Notices), Clause 16 (Entire Agreement), Clause 18 (Governing Law and Disputes).

10. Confidentiality

- 10.1. Each Party shall keep any Confidential Information received from or belonging to the other Party confidential (using such measures as is necessary in accordance with good industry practice to protect commercially sensitive and confidential information) and not disclose such Confidential Information to anyone (except on a need-to-know basis for internal use only where necessary to perform its obligations under the Agreement to its employees or full-time contractors bound - in the case of UBILIBET, its related entities and/or its Sub-Contractors - by express written confidentiality obligations) or use such Confidential Information other than to perform its obligations under the Agreement without the prior written consent of the relevant Disclosing Party.
- 10.2. Confidential Information shall in this context mean: (a) all information of a confidential nature concerning the trade secrets or business dealings, methods of business, customers, clients, suppliers, market information, transactions, plans or affairs of a Party, (b) any proprietary information developed by the Parties in the course of carrying out the Agreement, (c) any document or information marked "Confidential," "Commercial in Confidence" or otherwise expressly designated as confidential, (d) in relation to the Customer directly, all Content stored, cached or otherwise contained within the Platform(s), and/or (e) any information which by its nature the Recipient ought reasonably to conclude was confidential information of the other Party in all cases whether encrypted or not and including all copies of the above on any media (including electronic media) whatsoever. Notwithstanding the foregoing, Confidential Information shall not include information (a) which is or becomes or is in the public domain, without any fault of the Recipient, (b) which was rightfully in the Recipient's possession at the time of disclosure by the Disclosing Party, (c) which is disclosed to the Recipient by a third party or third party source without any obligations of confidentiality after the time of disclosure by the Disclosing Party; or (d) which the Recipient can show, by documentary or competent evidence, to have been developed independently by the Recipient without using Confidential Information of the Disclosing Party.

11. Data Protection Terms

The processing of Personal Data by each Party in relation to the Services, as applicable, will be governed by UBILIBET's **Data Protection Terms and Conditions (DPA)**, which form part of the Agreement.

12. Force Majeure

- 12.1. UBILIBET shall not be liable for any delay or failure to carry out its obligations under the Agreement caused by Force Majeure, provided that it promptly gives written notice of the occurrence of the Force Majeure relied on to the Customer and it uses all reasonable endeavours to remove or avoid such Force Majeure as promptly as practicable.
- 12.2. If due to Force Majeure UBILIBET is unable to perform its contractual duties for a total of five (5) business days within the invoice period of one month, the fees for that month will be deducted from payment proportionally. If any Force Majeure event relied upon by either Party pursuant to Clause 12 shall have been continually relied upon for more than 60 successive calendar days by such Party, and is continuing, the Parties shall discuss the renegotiation of the Agreement or the other Party shall be entitled to terminate the Agreement with thirty (30) days written notice to the other Party.

13. Subpoenas, legal orders, demands, or requests for information

If UBILIBET receives a valid search warrant, subpoena, legal order, demand, or another request for information regarding the Customer Data or Reports, from any government entity or Court with proper jurisdiction, UBILIBET shall, to the extent permitted by applicable law:

- (a) immediately notify the Customer of such a request;
- (b) consult with the Customer regarding the response to be given by UBILIBET;
- (c) cooperate with the Customer's reasonable requests in connection with efforts by the Customer to intervene and quash or modify the request; and upon the Customer's request, provide the Customer with a copy of the response given.

Subject to Clause 13.1, UBILIBET shall comply with any such request, unless such request has been quashed, withdrawn, or modified.

The Customer shall reimburse UBILIBET for this latter's actual costs of complying with any request, including legal fees, provided such request relates to the Customer's actions or a lawsuit involving the Customer or any of its clients.

14. Notice

- 14.1. Any notice under the Agreement will be in writing in the name or on behalf of the Party giving it. Notices may be sent by e-mail to the address listed in Section 1 of the Agreement (Customer Details and Controller to Processor Standard Clauses), registered mail, marked for the attention of the authorized representative of the Customer and, in the case of UBILIBET, for the attention of the CCO or the latter's Legal Department, or to such other address as such Party may specify to the other Party in writing from time to time.
- 14.2. A notice will be deemed to have been given:
- (a) at the time of delivery if delivered personally.
 - (b) 48 hours after sent by e-mail.

15. Sub-contracting

UBILIBET may subcontract its obligations under Clause 3.4 (Hosting and Off-Site Back-Up of Data). Notwithstanding, UBILIBET remains liable for any actions or omissions by any Subcontractors it employs.

16. Entire Agreement

The Agreement, with the applicable subsequent Statements of Work and any Addendums or Schedules thereof, sets out the entire Agreement and understanding between the Parties and supersedes any previous Agreement between the Parties relating to its subject matter. Unless otherwise expressly agreed in writing, the Agreement applies in place of and prevails over any terms or conditions contained in or referred to in correspondence or elsewhere, or implied by trade, custom, or course of dealing.

17. General

17.1. Severability

Any term or provision of the Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

17.2. Waivers

No failure or delay by a Party in exercising its rights or remedies shall operate as a waiver unless made by specific written notice. No waiver by a Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No single or partial exercise of any right or remedy of a Party shall operate as a waiver or preclude any other or further exercise of that or any other right or remedy.

17.3. Independent contractors

The Parties are independent contractors and nothing in the Agreement shall constitute or be deemed to constitute a partnership, joint venture, or agency between the Parties; as such neither Party shall have any authority or power to bind, contract in the name of, or create a liability for or against the other.

17.4. Amendments

Any amendment to the Agreement shall only be effective if in writing signed by an officer or other duly authorized representative of each of the Parties.

17.5. Assignment

Neither Party may assign or transfer any of its rights or obligations under the Agreement or otherwise dispose of the Agreement without the prior written consent of the other Party, except as otherwise provided for in the Agreement, and to not be unreasonably withheld. Notwithstanding the above, Customer shall be entitled to assign or transfer the Agreement to one of its Affiliates, and UBILIBET shall be entitled to assign or transfer the Agreement within the team.blue Group and also in connection with a change of control, merger, or sale of all or substantially all of its assets.

17.6. Export compliance

The Services, other UBILIBET technology, and derivatives thereof may be subject to export laws and regulations of the United States, UK, the Netherlands, and all other relevant jurisdictions. The Parties represent that they are not named on any U.S. government denied-party list. Customer will not permit any Authorised Person or user of the Services to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria, or Crimea) or in violation of any U.S. export law or regulation.

17.7 Anti-Corruption

Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

18. Governing Law and Disputes

- 18.1. The Agreement shall be governed by and interpreted in accordance with Spanish Law, with proceedings to take place in Barcelona. The parties waive their own jurisdiction if different from the above.
- 18.2. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by joint consultation. If joint consultation does not lead to a resolution, the dispute will be submitted to the responsible persons in the managerial boards of both parties.

- 18.3. Except as may be required by law, neither Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties.