

PARTIES

(1)	GENETSIS PARTNERS, S.L., ("Genetsis"), UTR B-80959976 whose registered office is at C/ Francisca Delgado 11, Alcobendas, 28108, Madrid.		
And (2)	The company (the "Customer"):		
	whose registered office is at:		and whose UTR s:
	represented by:		in his or her capacity as:

WHEREAS

The Customer wishes to engage the services described in these Special Conditions ("SC") in respect of which the parties reciprocally acknowledge their respective legal capacities, and enter into this contract (the "Contract") subject to the General Terms and Conditions on the reverse ("GC") of these

SPECIAL CONDITIONS ("SC")

which set out
 the SERVICE(S) CONTRACTED FOR (the "Service(s)")
 such as the following [tick to show approval ("✓")] only in the event that such Services have been contracted]

CLOUD	VIRTUAL SERVERS	<input type="checkbox"/>	Initial Period	[] from the Effective Date	
	STREAMING	<input type="checkbox"/>	Price	PERIODIC	€ [] per MONTH
				VARIABLE	
				SINGLE	
DISASTER RECOVERY	<input type="checkbox"/>	Remarks			
PRIVATE CLOUD	<input type="checkbox"/>				
HOSTING	WEBSITE & APP	<input type="checkbox"/>	Initial Period	[] from the Effective Date	
	DATABASE	<input type="checkbox"/>	Price	PERIODIC	€ [] per MONTH
				VARIABLE	
				SINGLE	
DOMAIN	<input type="checkbox"/>	Remarks			
COLOCATION	<input type="checkbox"/>				
SECURITY	FIREWALLS	<input type="checkbox"/>	Initial Period	[] from the Effective Date	
	VPN – SSL	<input type="checkbox"/>	Price	PERIODIC	€ [] per MONTH
				VARIABLE	
				SINGLE	
Remarks	<input type="checkbox"/>				
CONNECTIVITY	LAN	<input type="checkbox"/>	Initial Period	[] from the Effective Date	
	WAN	<input type="checkbox"/>	Price	PERIODIC	€ [] per MONTH
				VARIABLE	
				SINGLE	
WIFI	<input type="checkbox"/>	Remarks			
MAIL	MAIL SERVICE	<input type="checkbox"/>	Initial Period	[] from the Effective Date	
	ANTISPAM	<input type="checkbox"/>	Price	PERIODIC	X € [] per MONTH
				VARIABLE	
				SINGLE	X
Remarks	<input type="checkbox"/>				
VOICE IP	IP SWITCHBOARD	<input type="checkbox"/>	Initial Period	[] from the Effective Date	
	ADVANCED SERVICES	<input type="checkbox"/>	Price	PERIODIC	€ [] per MONTH
				VARIABLE	
				SINGLE	
Remarks	<input type="checkbox"/>	Call charging service (up to 50 extensions) Call recording service (3 licences included)			

OTHER SPECIAL CONDITIONS (which where applicable take precedence over the GC)

Minimum contract length: 12 months

Special Conditions

 Read and approved by
 Madrid, of 2022

Reverse

By the Customer

By Genetsis Partners, S.L.

1. Subject Matter.- Genetsis shall provide to the Customer the Service(s) stated in the SC to the standards of quality and diligence generally accepted in the industry.

2. Services.- The Service(s) shall be as described in the offer issued by Genetsis and in general terms with the relevant Service Annex ("SA") attached and/or available to view at https://www.genetsisgroup.com/wp-content/uploads/2022/06/CondGen_IT_EN.pdf and the Service Level Agreements ("SLA") contained in that Annex. Genetsis may at any time amend any specification provided that the amended specification shall maintain equivalent performance and/or is required by Law.

When a Service as described entails the provision of "Storage", Genetsis shall provide to the Customer electronic access to a virtual Internet-connected space (the "Space") in which the Customer may store software, data and/or files ("Content"). Such Storage shall at all times be provided in a shared Space, except where otherwise stated in the SC and/or the SA (i.e., it is specified that the Storage is "Dedicated") in which case the Content shall be stored in a physical and/or logical Space reserved exclusively to the Customer.

When the Service includes provision of "Design", Genetsis shall deliver such design within the Period specified in the SC in accordance with the agreed specification. Except where the SC otherwise provide, the Customer may reject the Design for breach of such specification within five (5) days and in default of such rejection the Design shall be deemed to have been accepted at the expiry of that period or if the Customer puts it into production and/or uses it for commercial purposes.

The provision of "Storage" and/or "Connectivity" that form part of the Service(s) shall have reasonable continuity in accordance with each SLA. Outages caused by third party acts, force majeure, telecommunication network or electricity distribution network incidents or maintenance shall not constitute a breach. When the provision of "Connectivity" constitutes a telecommunications service, the SA shall include additional terms.

3. Remuneration and form of payment.- The Customer shall pay for the Service(s) the amount(s) provided in the SC. Those amount(s) shall be Single, Periodic or Variable as indicated in the SC. Save as otherwise provided by the SC or in Genetsis' offer, when (i) the amount is Single, Genetsis shall issue an invoice for 50% of the price on the execution of the Contract and a second invoice for the balance on the Delivery Date (as defined below); when (ii) the amounts are Periodic, Genetsis shall issue invoices monthly in advance during the Contract Term with in the first five days of each calendar month of the service provision; and when (iii) the amounts are Variable, within the five days following the end of each calendar month of service provision within the Contract Term, following provision by the Customer within those five days of the information required to prepare each invoice. Except as otherwise provided, Variable remuneration shall be calculated on the basis of gross turnover stated in the offer, and if none is stated, on the basis of the Customer's total turnover.

Any value added tax or similar that may be chargeable shall be added to the contract prices. Periodic remuneration shall be subject to annual revision throughout the Contract Term and shall be adjusted to reflect the percentage change in the year-on-year Consumer Prices Index published by the National Statistics Institute (or the body that replaces it).

The Customer shall pay invoices within 30 calendar days of issue by bank transfer to the account IBAN ES88 2100 1664 1402 0007 9263. In the event of late payment, Genetsis may at the expiry of 10 days from notice to the Customer requiring payment suspend provision of the Service(s) until the delayed payment is made. Late payment shall incur the interest provided by Law and in the event that the delay shall exceed 3 months an additional amount of 30% of the late payment shall also be payable by the Customer.

4. Contract Term and termination.- The Contract shall come into Force on the Effective Date. Service(s) for which there is a Single payment shall be provided until delivery of the Design or provision of the Service contract for ("Delivery Date"), without prejudice to the requirement for the Delivery Date to take place within the time agreed by the Parties, if any ("Due Date Service(s) for which Periodic or Variable remuneration is specified shall be provided until at least the expiry of the time provided in the SC or, if none is provided, for one (1) year from the Effective Date ("Initial Period"). At the expiry of the Initial Period, the Contract shall be automatically extended for successive periods of one year (the "Extensions"), except when either Party shall give not less than ninety (90) days' notice prior to the expiry of the Initial Period or the Extension then in course to the other.

Either Party (the "Non-Breaching Party") may terminate the Contract if the other Party (the "Breaching Party") shall fail to perform any obligation and shall further fail to remedy such non-performance within 15 days of notice from the Non-Breaching Party requiring rectification (without prejudice to any claim in respect of consequent loss or harm that may arise). The ground for termination under Article 1594 of the Civil Code shall be excluded.

Termination of Service(s) subject to Periodic remuneration on the basis of non-performance by the Customer shall entitle Genetsis to invoice any costs of enforcement and/or debt recovery and by way of termination fee (as contractual compensation) an amount equal to the aggregate of (i) the aggregate amount of periodic payments for the remainder of the Initial Period if termination shall occur before the expiry of the Initial Period and in all other cases, (ii) 50% of the periodic payments for the remainder of the Extension then in course.

5. Ownership.- For the maximum time and geographical extent and for the widest field of use allowed in each case by Law, Genetsis reserves (i) ownership of its hardware and (ii) intellectual and industrial property rights (including by way of illustration but without limitation) rights of author and related rights, patents and/or trademark rights) both to the Design and/or service to be provided under the Contract (the "Product") and/or any materials used for that purpose. The Customer may only use the Product for the purposes stated in the offer.

If the Service(s) as specified in the SA entail(s) the provision of "Software as a Service", Genetsis hereby grants to the Customer during the Contract Term a non-exclusive limited right to the use of Genetsis' programs as stated in the SA or in the offer (the "Application") online and by remote access without download solely for purposes, number of accesses, users and/or functionalities stated in the offer or, if none is stated, in the SA. The Customer shall not acquire the Application or any copy of the Application(s) and may not use the Application in any way other than as the expressly authorised way or allow any third party so to do. The Customer may not decompile, apply reverse engineering or disassemble either the Application or any part of the Application. The Customer may not use, hire, transfer, pledge, assign, reproduce, modify, reformat, translate, perform complete or partial extraction, copy or distribute any part of the Application. The Customer may not without prior consent incorporate any part of the Application in other programs or products.

6. Illicit Content: The Customer warrants that neither the Content nor any specification that may have been at any time given for purposes of requesting a Product in accordance with the Contract will infringe any intellectual or industrial property or similar right of any third party and will not in general infringe any statutory provision or third-party right. In the event that Genetsis shall become aware of any Content that in its reasonable opinion may infringe any such, Genetsis may suspend and/or block and/or withdraw access and shall give notice to the Customer of any such circumstance. Genetsis shall unblock access to Content when it receives reliable information to the effect that the circumstance that led to the block has ceased to exist or does not exist.

7. Liability.- Genetsis is liable for compliance with applicable employment and Social Security law (including health and safety at work). If so provided by the SC, Genetsis shall send by email to the Customer in each January of the Contract Term a copy of the certificate showing that Genetsis is up to date with payment of its tax obligations issued in that month by the competent tax authority.

In general terms, Genetsis' total liability shall be limited to an amount equal to 120% of the remuneration received under the Contract in the year immediately preceding the year in which any claim is made. The foregoing shall not apply in relation to liability for death or personal injury. Genetsis shall not at any time be liable in respect of any harm or loss when the Customer shall not have followed the operating procedures in the relevant SA or when such harm or loss has been caused by malfunction of products or services of the Customer or by an event of force majeure.

8. Protection of Personal Data.- In order to provide the Service(s), Genetsis may have access to personal data ("Personal Data") of which the Customer is the Data Controller. In that event, (i) Genetsis shall comply with the instructions of the Customer in relation to Personal Data; (ii) Genetsis shall process Personal Data solely for provision of the Service(s); (iii) Genetsis shall not use Personal Data for any other purpose; (iv) or disclose or permit access to Personal Data to any third party, even for storage; (v) Genetsis shall lock any copy that it may hold of Personal Data at the conclusion of any processing and shall destroy such copies once any potential liability has become time-expired. Genetsis shall also (vi) take security measures at its facilities at a 'medium' level under the law in force from time to time.

Genetsis may subcontract with third parties ("Subcontractors") the provision of services of storage, maintenance, support, security and monitoring and any other similar activity related to the provision of the Service(s), provided that any Subcontractor shall undertake to Genetsis in writing to process any personal data in terms identical to those set out in this Clause 8 and to comply with the Instructions of the Customer. Genetsis shall identify any Subcontractor prior to entering into any subcontract by email and/or by uploading their details to <https://www.genetsisgroup.com/en/it-services/subcontracting-and-conditions-of-service/>.

Each party authorizes the other to include in that party's filing system the personal data of the individual signatories to this Contract for the purpose of managing the Contract and maintaining the contractual relationship between the parties and to send advertising material. Those individuals may exercise their rights of access, rectification, erasure and objection to processing by request to the address at the head of this Contract.

9. Confidentiality.- The Parties shall keep in strict confidence any information provided in connection with the Contract that is marked as confidential.

10. Law and Jurisdiction.- The Contract shall be governed by the Law of Spain and the parties irrevocably submit to the jurisdiction of the Courts of the City of Madrid.