Service Terms and Conditions

Version: 2.0
Effective date: September 28th, 2021

These Terms and Conditions of the ShareCRF Service are formalized between Inetsys S.L. (hereinafter "**ShareCRF**") and the person or entity that accepts them (hereinafter the "**Client**") and govern the Client's access to the Service and the use it makes of them.

This Agreement is effective when the Client clicks to accept it or when any Agreement to provide the Service is signed.

If you accept the Agreement on behalf of the Client, you declare and assure that: a) you have legal authority to bind the Client to the fulfilment of this Agreement; b) you have read and understand the Agreement; and c) you agree, on behalf of the Client, to this Agreement.

These terms are an integral part of any "Agreement" relating to the "Service".

Any conditions applied by the Client that deviate, or that are not included in these Terms and Conditions will only apply if said conditions have been explicitly accepted in writing by ShareCRF

1. Definitions.

Words beginning with a capital letter have the meaning set forth below, unless a (different) meaning is assigned elsewhere in these Terms, the Agreement, or in an Addendum.

"Agreement": any agreement that arises from an Offer Proposal made by ShareCRF and the valid acceptance thereof by the Client whereby ShareCRF provides the Service to the Client.

"Data Processing Addendum" refers to the terms in force at that time that describe the obligations of data processing and protection with respect to Client Data, as indicated at https://www.sharecrf.com/data-processing-addendum.

"Service Features": Set of features that serve to define the limits, functionalities, level of service and associated services of the Service for a specific Study.

"Client Data" or "Data" refers to the data captured and stored by the Client or its End Users through the Service.

"Intellectual Property Rights" refers to all intellectual property rights and related rights, including, but not limited to, copyrights, database rights, domain name rights, trade name rights, knowledge rights, trademark rights, model rights, neighbouring rights and patent rights.

"End Users" refers to the people that the Client allows to use the "Service" through a specific "Study". By way of clarification, End Users may include employees of Client's associated entities and other third parties.

"Study" refers to the hiring of the Service for a specific study which will have a data space and Service Features that are particular and independent from other Studies.

"Non-commercial study" is defined as a study in which the official sponsor (according to the terms of Good Clinical Practice) is not a commercial company.

"Commercial Study" is defined as any study that cannot be classified as a Non-Commercial Study.

"Payment milestones" refers to the moments in which the invoice for the collection of the contracted Studies will be issued.

"Confidential Information" means information that one party discloses to the other party under this Agreement, and that is marked as confidential or would normally under the circumstances be considered confidential information. It does not include information that is independently developed by the recipient, that a third party legitimately gives to the recipient without confidentiality obligations, or that is made public through no fault of the recipient.

"Parties" refers to the subjects who accept these Terms and Conditions: ShareCRF and the Client.

"Validity Period" indicates the time during which ShareCRF will provide the Service indicated in the Client Agreement.

"Offer Proposal" refers to any offer, either through the Service or another format, by which ShareCRF determines the Characteristics of the service and its price for one or more Studies.

"Service": refers to the ShareCRF service which is EDC (Electronic Data Capture) type software for clinical studies and trials provided in SaaS (Software as a Service) mode according to the Service Features agreed by the Parties to the Agreement.

"Suspend" or **"Suspension"** refers to the disabling of access to the Service or its components, or their use.

2. Provision of the Service.

2.1 **Use of the Service.**
   During the Validity Period, ShareCRF will provide the Service in accordance with the Agreement, and the Service Features associated with the Study.

2.2 **Incorporated Terms.**
   The Data Processing Addendum is incorporated into this Agreement by this reference.

2.3 **Modifications.**
   (a) **Services.** ShareCRF may make reasonable changes to the functionality of the Service. ShareCRF is the one who decides what changes, updates or improvements it will implement in its Service. The Client understands and accepts that the service provided by ShareCRF is a web service based on a software as a service model and that, therefore, it is not possible to delay or reject the implementation of such changes, updates or improvements.

   (b) **Terms.** ShareCRF has the right to change these Terms and Conditions provided it announces the proposed changes to the Client at least thirty (30) days in advance. The Client will have the right to terminate the Agreement from the moment the changes become effective. Minor changes or changes resulting from new legislation can be implemented at any time, without the Client having the right to terminate the Agreement.

   (c) **Security.** If ShareCRF considers that there is a danger to the operation of its systems, network or Service, ShareCRF will have the right to implement all measures it considers reasonably necessary to avoid or prevent this danger, including suspension of the Service.

2.4 **Service maintenance.**
   ShareCRF will periodically maintain its Service, which includes, among others, the correction of known defects, the installation of new versions of the software and the update of the infrastructure that supports the Service. The Service may be affected or unavailable during such maintenance.

ShareCRF will use commercially reasonable efforts to: (a) schedule downtime for routine maintenance of the Service during off-peak hours of the Service; and (b) notify the Client at least twenty-four (24) hours in advance, all scheduled interruptions of the Service.

2.5 **Personnel.**

ShareCRF will use personnel with the required skills, experience and qualifications, and in a professional manner and in accordance with the Agreement and industry standards for similar services to provide the agreed Service.

3. <u>Payment terms.</u>

3.1 **Hiring options.**

The Service may be contracted in one of the following modalities independently for each Study:

(a) **Flexible Rate.** This rate is the default mode. The Client may create a Study and configure the Service Features through the Service itself. The Client may select the duration of the service among the available options (month or year) and may modify the Service Features associated with the Study at any time. When this happens, a new period (monthly or annual) associated with the new Service Features selected by the Client will begin.

(b) **Flat Rate.** This modality requires the signing of a specific Agreement between the Parties that reflects the Service Features and duration of the Study agreed between the Parties. In the Studies associated with this modality, the Client may not change the Service Features or the duration of the Study through the Service.

3.2 **Electronic invoice.**

The Client accepts electronic invoicing by ShareCRF. The invoices will be sent in PDF or another suitable format to the email address of the Client known to ShareCRF.

3.3 **Taxes**.

(a). The Client will be responsible for the payment of any Tax and will pay for the Service to ShareCRF without including any Tax deduction. In the event that ShareCRF is obliged to collect or pay Taxes, these will be invoiced to the Client, who must pay them to ShareCRF or present a valid tax exemption certificate in due time.

(b). The Client will provide ShareCRF with any tax identification information that ShareCRF may require under applicable law to ensure compliance with tax regulations and the requirements of the authorities of the corresponding jurisdictions. The Client will be responsible for the payment

(or reimbursement to ShareCRF) of any tax, interest, penalty or fine arising from any erroneous declaration on their part.

3.4 **Price.**

(a) The Client is obliged to pay for the provision of the Service. The fees to be paid by the Client are set forth in the ShareCRF Offer Proposal or in the Agreement. If the Client uses the Flexible Rate contracting modality, the rates are indicated in the Service itself.

(b) If a ShareCRF Offer Proposal is based on information provided by the Client and (before or during the Agreement) this information turns out to be incorrect or incomplete, ShareCRF has the right to change its Offer Proposal and/or the terms of the Agreement (including the rates) respectively.

(c) ShareCRF has the right to adjust the price conditions while the Client makes use of the Service, and to send the Client an additional invoice if it becomes clear that the Client no longer meets the conditions for which they had access to discounts when the Agreement was entered into as the result of organizational or other changes.

(d) The Client is aware that the ShareCRF Service has a discount on the price if the Service is used in Non-commercial Studies. At ShareCRF's request, the Client will provide ShareCRF with additional information demonstrating that the studies it has indicated as Non-Commercial Studies are in fact non-commercial. In the event that the aforementioned discount for Non-commercial Studies has been applied to a Commercial Study, the Client will be obliged to pay ShareCRF the discount applied for said condition.

3.5 **Price update.**

ShareCRF has the right to adjust the agreed rates once a year, based on inflation, labour costs, supplier costs and changes in market conditions. Said update may not exceed the highest of the following:

(i) The percentage increase in the Consumer Price Index ("IPC"), published by the National Institute of Statistics of Spain (INE), during the previous twelve (12) month period.

(ii) 5% of the rates of the previous year.

ShareCRF will notify the Client of such change at least one month before the change becomes effective. The new price rates will only be applicable to new invoices generated by the use of the Service as of the entry into force of the new prices.

3.6 **Payment.**

The method of payment for the Service will depend on the chosen contracting method, unless otherwise expressly indicated in the Agreement.

(a) **Flexible Rate.** If the contracting modality is Flexible Rate, the payment will be made by credit or debit card at the moment the Client selects the

Characteristics of the service and its duration, and accepts the Offer Proposal shown by the Service or in the automatic renewal of the same. Once the payment has been made successfully, the corresponding invoice will be generated.

(b) **Flat Rate.** If the contracting method is Flat Rate, payment will be made by bank transfer, unless a different payment method is indicated in the Agreement or on the invoice. The Payment Milestones of the Flat Rate modality will be defined in the Agreement.

3.7 **Payment term.**

ShareCRF invoices have a payment term of thirty (30) days after the invoice date unless a different payment term is indicated on the invoice. The Client is obliged to pay the invoices within the indicated payment period without deduction or compensation.

3.8 **Delay in payment.**

In the event that the payment is not made within the established payment term, ShareCRF will send a reminder with a payment term of fifteen (15) days. If the Client does not pay the amount (s) owed within the aforementioned fifteen (15) days, then the Client will be in breach of the Agreement without requiring any other formal notice of default. ShareCRF will have the right from that moment to limit or suspend the Client Service, for example by restricting access to the Service.

3.9 **Suspension for non-payment.**

In the event that the limitation of the Service does not have an effect on the Client or when ShareCRF has reasonable doubts that the Client will pay the amounts owed on time, ShareCRF shall have the right to terminate, suspend or render inoperative the Agreement or the part of the same that has not yet been done.

3.10 **Disputes regarding payments.**

Any dispute regarding a payment must be filed prior to the payment due date. If the parties determine that the errors in the billing system are attributable to ShareCRF, ShareCRF will not issue a corrected invoice but a credit invoice specifying how much of that invoice is incorrect. The payment obligation will continue to exist at all times.

4. **Obligations of the Client.**

4.1 **Compliance.**

The Client: (a) will ensure that the use that he and his End Users make of the Service complies with the provisions of this Agreement, (b) will take commercially reasonable measures to prevent and terminate any unauthorized access to or use of the Service, and (c) will immediately notify ShareCRF if it is discovered any access to the Service that has been made without authorization.

ShareCRF reserves the right to investigate any possible violation of the Terms of Use of the Service by the Client and its End Users, which may include a review of the Client Data.

4.2 **Privacy.**
The Client is responsible for obtaining the consents and providing the necessary notices to allow: a) the use and reception of the Service by the Client; and b) the access, storage and processing by ShareCRF of the data provided by the Client (including the Client Data) under the Agreement.

4.3 **Restrictions.**
The Client may not and will not allow the End Users: (a) copy, modify or create derivative works of the Service; (b) reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract part or all of the source code of the Service (except to the extent that this restriction is expressly prohibited by applicable law); (c) sell, resell, sublicense, transfer or distribute part or all of the Service.

5. <u>**Suspension.**</u>

5.1 **Breach by the Client.**
In the event that the Client fails to fulfill an obligation to ShareCRF under the Agreement or acts contrary to these Terms and Conditions, ShareCRF has the right to (temporarily) Suspend or limit access to its Service. However, such suspension or limitation is only permitted after ShareCRF has provided the Client with reasonable advance notice to remedy the situation.

5.2 **Violations of the Terms of Use of the Service**.
If ShareCRF discovers that the use of the Services by the Client or any of its End Users violates the Terms of Use of the Service, it will notify the Client and request that they correct the violation. If Client has not corrected the violation 24 hours after ShareCRF requests, ShareCRF may Suspend part or all of Client's use of the Service until the violation is remedied. Suspension of the Service may lead to the deletion or removal of the content that violates the Terms of Use of the Service.

5.3 **Other causes of Suspension.**
Notwithstanding the provisions of Section 5.2 (Violations of the Terms of Use of the Service), ShareCRF may immediately Suspend part or all of the use of the Service by the Client if (a) ShareCRF has reasonable grounds to believe that the use of the Service by the Client or any of its End Users may adversely affect the Service, the use of the Service by other Clients or their End Users, or the network or infrastructure that ShareCRF uses to provide the Service; (b) there is a suspicion that an unauthorized third party has access to the Service; (c) ShareCRF has reasonable grounds to consider it necessary to apply the Suspension to comply with any applicable law or regulation; or (d) the Client

violates Section 4.3 (Restrictions). ShareCRF will void any Suspension when the circumstances giving rise to it have been resolved. At the Client's request, ShareCRF will notify the Client of the reason for Suspension as soon as reasonably possible, unless prohibited by applicable law.

6. **Intellectual Property Rights.**

6.1 **Intellectual Property Rights.**
Unless expressly stated otherwise in this Agreement, this Agreement does not grant either Party any rights, implicit or otherwise, over the content or any aspect of the intellectual property of the other Party. As agreed between the Parties, the Client is the owner of all the intellectual property rights corresponding to the Client Data and ShareCRF is the owner of all the intellectual property rights corresponding to the Service.

6.2 **Technical protection measures.**
ShareCRF has the right to implement technical measures to protect the Service against illegal use and/or against use for purposes other than those agreed between the Parties. The Client will not eliminate these technical measures, nor will he circumvent them. The Client may not remove, make illegible, hide or change notifications or advertisements related to Intellectual Property Rights.

6.3 **Source code.**
Unless otherwise agreed, ShareCRF will never be obliged to provide the Client with source codes or other software used in the provision and/or development of its Service.

7. **Client Data.**

7.1 **Property and Protection of Client Data.**
The Data stored by the Client or processed during the use of the Service is and remains the property of the Client (or the property of the Client's suppliers, collaborators, licensors or interested parties).
ShareCRF will only access Client Data and use it to provide the Service, provide technical support services, issue recommendations related to the Service, improve the Service or take any other action indicated by the Client. ShareCRF has implemented and will maintain administrative, physical and technical measures to protect Client Data, as described in more detail in the Data Processing Addendum.

7.2 **Legality of Client Data.**
The Client declares and guarantees that the Data and contents stored by the Client or processed during the use of the Service do not violate or infringe any rights (including Intellectual Property Rights) of any third party and are not libelous, defamatory or illegal. Furthermore, the Client declares and warrants

that it has a valid legal basis to process the relevant (personal) Data and to involve ShareCRF in relation to such Data processing.

8. **Confidential information.**

8.1 **Obligations.**
Recipient will use the disclosing party's Confidential Information only to exercise the recipient's rights and fulfill its obligations under the Agreement, and will take all reasonable precautions to prevent disclosure of the disclosing party's Confidential Information. The recipient may only disclose Confidential Information to suppliers, employees, representatives or professional advisers (hereinafter **Delegates**) who need to know it and who have agreed in writing to maintain its confidentiality (or in the case of professional advisers, who are obliged to do so by others reasons). The recipient will ensure that its Delegates use the Confidential Information received only to exercise the appropriate rights and fulfill the obligations established in this Agreement.

8.2 **Required Disclosure.**
Without prejudice to any provision of this Agreement that establishes otherwise, the recipient or its Delegates may disclose Confidential Information if required by: (i) the law; (ii) regulatory authority to which the relevant party is subject or submits; (iii) required by applicable legal process, and provided that the recipient or its Delegates take commercially reasonable steps to (a) immediately notify the other party before disclosing the Confidential Information and (b) satisfy any reasonable request made by the other party to prevent disclosure. Notwithstanding the foregoing, subsections (a) and (b) mentioned above will not apply if the recipient determines that their compliance may (i) result in a violation of legal process; (ii) obstruct a government investigation; or (iii) cause death or serious physical injury to a person.

8.3 **Not Confidential.**
The obligation to treat Confidential Information as confidential will not apply to the extent that the recipient of said information can prove that this information:
  (a). It was obtained from sources available to the general public, such as newspapers, patent databases, or informational websites.
  (b). It was already in the recipient's possession before the date it was issued or made available by the other party.
  (c). It is available through a third party without this party breaching any of the parties derived from a confidentiality clause when distributing the information to the recipient.

9. **Validity Period and resolution.**

9.1 **Validity Period of the Agreement.**

The Validity Period will begin on the effective date of the Agreement and will end when the Agreement is terminated or not renewed as indicated in this Section 9 (Validity Period and resolution).

9.2 **Renewal.**

　(a). **Flexible Rate.** The duration of the Service for the Flexible Rate modality is selected by the Client from the available options (monthly or annual). At the end of the selected period, it will be automatically renewed for the same duration, unless the Client cancels said automatic renewal through the Service.

　(b). **Flat Rate.** The Service is renewed in accordance with the options indicated in the Agreement.

9.3 **Termination for non-compliance.**

To the extent permitted by applicable law, either Party may terminate this Agreement immediately by written notice if (a) the other party is in material breach of the Agreement and does not suspend such breach within 30 days after receipt of the notice, or (b) the other party ceases its business activity or is subject to insolvency proceedings and such proceedings are not dismissed before 90 days.

9.4 **Resolution for convenience.**

The Client can stop using the Service at any time. As long as it complies with the financial commitments set out in the Agreement (which includes the payment of all outstanding invoices), the Client may also terminate this Agreement for convenience at any time by written notice.

9.5 **Effect of termination or non-renewal.**

If the Agreement is terminated or not renewed, (a) all rights and access to the Service (including access to Client Data) will be suspended, unless otherwise stated in this Agreement, and (b) The Client must pay ShareCRF all the invoices that it has pending as soon as it receives the last electronic invoice or when it is indicated in the last billing document.

9.7 **Right of non-reimbursement.**

Unless expressly stated otherwise in this Agreement, termination or non-renewal under any section of this Agreement (including the Data Processing Addendum) will not obligate ShareCRF to refund any Fee.

10. **Representations and guarantees.**

Each of the parties represents and guarantees that (a) it has full powers and authority to enter into the Agreement and (b) it will comply with all laws and regulations applicable to the provision, receipt or use of the Service, as appropriate.

11. **Responsibility.**

11.1 **Disclaimer.**

Except as explicitly specified in the Agreement and to the extent permitted by applicable law, ShareCRF does not explicitly offer and disclaim: (a) any type of warranty, whether express, implicit, mandatory or otherwise, including warranties of merchantability, fitness for a particular purpose, title, non-infringement or use without errors or interruptions of the Service; and (b) any statement about the content or information that can be accessed through the Service.

11.2 **Limitation of indirect responsibilities.**

To the extent permitted by applicable law, neither Parties shall have any liability arising from or related to the Agreement for any (a) indirect, consequential, special, incidental or punitive damages, nor (b) loss of income, benefits, savings, or goodwill.

11.3 **Limitation of the amount for liabilities.**

ShareCRF's liability for direct damages that Client has suffered as a result of an attributable failure by ShareCRF to fulfill its obligations under the Agreement, or for any reason, per related event or series of events, is limited to an amount which is equal to the proportional cost of the "Service" of the "Studies" related to said Data during the twelve (12) months prior to the event that caused the damage. In any case, ShareCRF's liability towards the Client will never exceed 10,000 EUR per calendar year.

11.4.3 **Obligation of notification.**

Liability on the part of ShareCRF for an attributable breach of the Agreement only arises if the Client gives ShareCRF adequate notice of the breach in writing and without delay, while providing ShareCRF with a reasonable time to remedy the breach, and ShareCRF remains in failure to fulfill its obligations after that period.

11.5 **Obligations of indemnification of the Client.**

The Client will defend ShareCRF and indemnify them in any legal process initiated by third parties to the extent that such process arises from (a) any Client Data, or (b) use of the Service by the Client or their End Users that involves the breach of the Terms of Use of the Service or Section 4.3 (Restrictions).

12. **Level of service and support.**

Unless explicitly specified in the Agreement, these will be the terms and conditions of service and support level:

12.1 **Availability.**

The Service will be provided 24 hours a day, every day of the year, during the Term of the Agreement.

ShareCRF guarantees an annual availability of the Service of 99%.

12.2 **Penalties.**

In the event of actual unavailability of the aforementioned level of service, the following penalties will be applied:

1. If the annual availability is less than 99%, 5% of the annual amount of the Service will be returned.
2. If the annual availability is less than 98%, 20% of the annual amount of the Service will be returned.
3. If the annual availability is less than 95%, 50% of the annual amount of the Service will be returned.
4. If the annual availability is less than 92%, 75% of the annual amount of the Service will be returned.
5. If the annual availability is less than 90%, 100% of the annual amount of the Service will be returned.

The refund will be made in the form of a Service credit, which may be discounted in subsequent Service payments.

12.3 **Availability calculation.**

The time of unavailability of the Service will be counted from the moment the Client notifies ShareCRF of the breakdown, and it will not be considered a breach of availability when it is caused by:

(a). The breach of the Client or End Users with these Terms and Conditions or the Agreement.
(b). The activity or means of the Client or the End Users.
(c). Internet connectivity of the Client or End Users.
(d). An event of force majeure.
(e). Any problem (failure, interruption, blackout or other problem) with any item (software, hardware, system, network, installation or other material) not provided by ShareCRF in accordance with the Agreement.
(f). Scheduled downtime.
(g). Emergency maintenance, which ShareCRF will make all reasonable efforts to complete as soon as possible.

12.4 **Client Support.**

The standard support offered by ShareCRF consists of: answering questions about the functionalities of the Service and solving technical problems with the Service. Standard support does not include any kind of advice or consultancy in which it is necessary to review, inspect or consult the design of the Client's Study. The means of contact with the support team is email, unless otherwise indicated in the Service Features or in the Agreement.

12.5 **Response time.**

The support team will do everything possible to answer the support questions raised by the Client as soon as possible, however, the maximum response time, being this, the maximum number of hours during the working days of the week from 09:00 AM to 18:00 PM, Central European Time (summer), will not be longer than 24 hours, unless otherwise indicated in the Service Features or in the Agreement.

13. **Audits.**

13.1 **Right to Conduct Audits.**
The Client is entitled to have an independent third party bound by confidentiality perform audits to verify ShareCRF's compliance with its obligations under this Agreement.

13.2 **Audit conditions.**
Such audits can only take place after:
   (a). the Client has requested (from ShareCRF) similar audit reports from independent third parties already in the possession of ShareCRF; and
   (b). The Client has reviewed the aforementioned audit reports and can still provide legitimate reasons to initiate an audit as mentioned in article 13.1.

13.3 **Audit limit.**
An audit can only be performed once per calendar year. The Client will inform ShareCRF of the audit at least six weeks before it is carried out.

13.4 **Collaboration during the audit.**
ShareCRF will cooperate with the audit and provide all information reasonably relevant to the audit, including supporting data, such as employee and system logs, as soon as possible.

13.5 **Cost of the audit.**
The costs of the audit, including the costs that ShareCRF has to incur to cooperate with the audit, will be borne by the Client, unless otherwise stated in the Agreement or the Service Features. After defining the scope of the audit, ShareCRF can provide an estimate of the associated costs.

13.6 **Audit findings.**
The findings after the audit carried out are confidential and will be evaluated by the Parties in mutual consultation and, consequently, may or may not be implemented by one of the Parties or by both Parties at the same time.

13.7 **Access to software validation documentation.**
The Client will have access to check the documentation and records associated with the validation of the software during the audit as long as this access is expressly permitted in the Service Features or in the Agreement.

14. **Backups.**

ShareCRF will make backup copies of the "Studies" in the Service as indicated in Appendix 2 (Security Measures) of the Data Processing Addendum. At the Client's request and in emergency situations, ShareCRF is authorized and will make every effort to restore such backup. Restoring a backup at Client's request may be subject to a reasonable additional fee, unless such restoration is required due to an attributable failure on the part of ShareCRF.

15. **Miscellany.**

15.1 **Legislation and jurisdiction.**

The relationships between ShareCRF and the Client arising as a result of the acceptance of the Agreement will be governed by Spanish legislation and jurisdiction. To the extent that the Client is not considered a consumer and user in accordance with the applicable regulations, the Parties will submit, expressly waiving any other jurisdiction that may correspond to them, unless by law another jurisdiction other than the courts and tribunals of Madrid.

15.2 **Emails.**

Under the Agreement, the parties may use emails to meet written consent and approval requirements.

15.3 **Client Comments.**

Whenever he wishes, the Client may provide ShareCRF with Comments or suggestions about the Service ("Comments"). If the Client provides Comments, ShareCRF may use them without restrictions and without any obligation to the Client.

15.4 **ShareCRF Workers.**

During the term of the Agreement and for one (1) year thereafter, Client will not hire any ShareCRF employee, nor will it cause such employees to work for them in any other way, directly or indirectly, without prior written consent by ShareCRF.

15.5 **Force majeure.**

Neither party will be liable for failure or delay in fulfilling its obligations to the extent that circumstances are reasonably beyond its control, including, without limitation, force majeure, natural disasters, terrorism, riots or war.

15.6 **Assignment.**

The Client may not assign or delegate the rights granted in these Conditions or the obligations assumed by them without the explicit consent of ShareCRF and the entity receiving the rights and obligations granted. Any assignment and/or delegation that does not have such consents will be void. ShareCRF may assign or delegate totally or partially

and completely freely its rights and obligations contained in these Conditions without the need for prior notice. ShareCRF may also substitute the owner of this legal relationship for any other legal business.

15.7 **Change of Control.**

If a party experiences a change in Control other than an internal restructuring or reorganization (for example, as a result of a purchase or sale of shares, a merger or other type of business operation), that party will notify the other in writing during the 30 days following the change of Control.

15.8 **Use of name and logo.**

ShareCRF may use the Client's name, logo and description of the Agreement for reference, unless otherwise agreed in writing.

15.9 **Subcontracting.**

ShareCRF may subcontract obligations under the Agreement, although it will remain responsible to the Client for the subcontracted obligations.

15.10 **Non-existence of representation.**

This Agreement does not constitute any representation, commercial association or temporary association between the Parties.

15.11 **Non-existence of resignation.**

The fact that either Party does not exercise any of the rights contained in this Agreement, or is delayed in doing so, will not mean that it waives such right.

15.12 **Independence of the clauses.**

If any part of this Agreement is no longer valid, legal or enforceable, the remainder of the Agreement will remain in effect.

15.13 **Addendum.**

Except in the cases contemplated in Section 2.3 (b) (Modifications: Terms), any addendum to this Agreement made after the effective date must be in writing, signed by the Parties, and expressly indicate that it is an addendum to this Agreement. For clarification purposes, ShareCRF's update of any terms included in this Agreement shall not be considered an addendum to the Agreement or a modification of its terms.

15.14 **Validity.**

The following sections will remain in effect after the expiration or termination of this Agreement: Section 3 (Payment Terms), Section 6 (Intellectual Property Rights), Section 7 (Client Data), Section 8 (Confidential Information), Section 9.5 (Effect of termination or non-renewal), Section 11 (Liability), and Section 15 (Miscellaneous).

15.15 **Entire Agreement.**

This Agreement establishes all the terms agreed between the parties, and cancels and replaces all previous Agreements entered into between them in relation to the same matter, including all previous versions of this

Agreement. Neither party has entered into this Agreement based on representations, representations or warranties (whether due to negligence or innocence) that are not expressly set forth in this Agreement, nor will it have any rights or remedies under them.

15.16 **Conflicting Terms.**

If there is any conflict between the documents that make up the Agreement, the hierarchy of authority of the documents, in descending order, will be as follows:

    a. the Agreement.
    b. any annex to the Agreement.
    c. the terms of the Data Processing Addendum.
    d. any document agreed between the parties.
    e. these Terms and Conditions of Service.

15.17 **Headings.**

The titles and subtitles used in the Agreement are for reference only and will have no effect on the interpretation of the Agreement.