

CIC GENERAL CONDITIONS



Dear Sir/Madam:

With our offer and as a part of it we attach the following CIC GENERAL CONDITIONS which govern our contracts. The general conditions shall be fully accepted in case of agreement without prejudice of what has been agreed by contract or framework agreement if any.

1. SECURITY OF INFORMATION PROVIDED BY THE CUSTOMER AND SECURITY MEASURES

1.1 CIC shall undertake the necessary technical and organizational measures to ensure the safety of the documentation provided by the Customer, avoiding its alteration, lost, usage and/or non authorized access; ensuring the integrity and security necessary inside the processing centers, local, equipment, systems and programs. CIC guarantees that the security measures undertaken will be the adequate to prevent access to any person not expressly authorized and to prevent deterioration, loss or theft of information by any cause.

1.2 In any case, CIC is committed to comply with the provisions of the CE regulation regarding to Protection of Personal Data. Moreover, CIC is committed, as responsible for the treatment of personal data of third parties, to adopt all those measures that are required by the Client, in his role of "responsible for the processing" of the data, that, if applicable, can be treated.

1.3 CIC informs to the Client that the personal data contained in this contract and those derived from it, will be retained and processed for commercial purposes and billing services, and for the time they are necessary. Once the provision of the services is completed, they will be preserved, during a reasonable period, in order to provide better information on the services and products of CIC and its affiliates. In any case, you may exercise your rights of access, rectification, cancellation and opposition, by writing to CIC Consulting Informático, S.L., Cantabria, Parque Científico y Tecnológico (PCTCAN) C / Isabel Torres nº 3, 39011, Santander.

1.4 Client agrees that, exclusively for the execution of the contracted service, CIC may communicate the personal data contained in this contract to affiliates or to third parties with which it has reached a collaboration agreement.

2. INFORMATION AND CONFIDENTIALITY

2.1 CIC, all its affiliates, its executives and staff, or the persons that CIC assigns to perform the functions and performance of the Services (from now on, the "Assigned Personnel") will treat with confidentiality any information, regardless of its nature or format in which it is contained, provided by the Customer or that comes to knowledge because of the delivery of the services subject to this offer.

2.2 Such confidential information shall not be disclosed to third parties, nor published or used by CIC- except for the purpose of implementing the actions which completion is now being agreed- without the express written consent of the Customer.

2.3 The following shall not be considered Confidential Information:

(a) Public domain information;

(b) Information lawfully known to the Recipient at the time of disclosure and not subject to any obligations of confidentiality;

(c) Information lawfully disclosed to the Recipient by a third party without any obligations of confidentiality;

(d) Information generated and developed independently by the Recipient; and

(e) the description of the project subject of this agreement.

3. PENALTIES FOR BREACH OF PAYMENT

3.1 In general, a breach of the obligations contained in these General Conditions and in the offer shall generate the right in favor of the abiding Party of receiving compensation for damages suffered under the terms provided by the Spanish law. However the parties may agree: (i) penalties on CIC for breaching the agreed delivery dates of a specific project, phase, module or deliverable unit according to the implementation calendar agreed;(ii) penalties on the Customer for breaching the obligation of collaboration with CIC and not delivering the required information or documentation on the term agreed ; and/or (iii) any other penalties on the Parties for other breaches, without prejudice to the liability limits set in Clause 7 of this General Conditions.

3.2 The Customer and CIC agree that for the payments that have become due and are not paid during the agreed term CIC shall apply the legal interest, and the Customer shall pay this interest according to the method of payment defined in the offer.

4. DELIVERY AND RECEIPT OF SERVICES

4.1 CIC shall communicate to the Customer the completion of the project, or the phases, modules or units that may be delivered individually so the Customer can carry out the appropriate checks in order to accept its delivery and completion according to the following rules:

(a) The Customer shall proceed with the verification of the project, phase, module or derivable unit and with the validation of the correct performance of the products and sub-products provided in it, according to the Tests and Implantation Plan agreed by the Parties. The verification and validation will be carried out in the test environment of the Customer under the test phase established.

(b) If during the test phase carried out jointly by the Customer and CIC in the Customer test environment, the Customer verifies that the products and sub-products delivered work correctly according to the Tests and Acceptance Plan, then the Customer shall proceed to the final receipt of the deliverable and both Parties shall sign a Certificate of Delivery and Acceptance. **If after the conclusion of the test phase the Customer has not shown through the Process of Issues Notification and Management of issues any issue to CIC then it shall be understood that the products and sub-products provided conform to the requirements agreed and these requirements are definitely accepted.**

(c) If the Customer verifies the existence of issues, then these shall be communicated to CIC through the established electronic Process of Notification and Management of issues within the test phase, with indication of the issues, and CIC shall resolve these issues on CIC own expenses. CIC shall communicate to the Customer through the electronic Process of Notification and Management of issues that these issues have been solved. Then CIC shall provide again to the Customer the corrected project, phase, module or derivable unit applying again the procedure described in this clause.

4.2 For the purpose of this clause, it will be understood that there is an issue in the delivered project, phase, module or unit when the service delivery has not been developed in accordance with the technical, functional and quality specifications agreed by both Parties, with the exception of: **the issue/s being attributable to a defect in the Customer system operation hardware configuration, either if this defect comes from one or more applications of the Customer or from third parties other than CIC which work together with the product developed by CIC or the joint use of them, the bad use of the service or a different use from what was specified in the technical specification.**

4.3 In no case it will be considered an issue the request made by the Customer for a new development or the expansion or improvement of the features or the general characteristics of the project, phase, module or derivable unit. In this case the Parties shall agree in which way it will be readjusted the calendar of execution of the affected project, phase, module or derivable unit as well as the not affected ones until the completion of the order.

5. WARRANTY AND LIMITATION OF LIABILITY

5.1 This clause shall be applied on those projects which because of their characteristics are entitled to warranty as stipulated by Spanish law or, in absence of this right, in the event that the Customer and CIC have agreed a warranty period in the offer.

5.2 **The guarantee period shall begin together with the delivery of the project, phase, module or deliverable unit to the client, or from the date of reception by the customer of the note of availability /reception in deposit of the goods by CIC.**

5.3 Within the warranty period, CIC agrees to repair at CIC own expense any issue that may arise related to the performance of the products and sub-products delivered which does not allow their use by the Customer in a correct and complete manner within the parameters and functionalities the application shall allow and only when the issue is attributable to CIC.

5.4 When the Customer detects an issue, the Customer shall notify it to CIC. The issue shall be notified preferably through the Procedure of Notification and electronic Management of Issues of CIC

5.5 It shall not be considered an issue covered by warranty any modification (change, inclusion, cancellation) of any element or functionality introduced or made on the project or product not made by CIC or a person assigned by

CIC. It shall also not be considered so the deficiencies or errors that may appear because of the manipulation made by technicians not related to CIC in such project or product.

5.6 When the actions and verifications carried out by CIC in connection with an issue reported by the Customer proves that CIC has no responsibility on the origin or production of the same, all the expenses made by CIC because of those actions and verifications must be paid to CIC by the Customer.

5.7 The limit of liability shall be the one expressly agreed in each case.

6. INTELLECTUAL PROPERTY

6.1 Both Parties understand and accept that the industrial and intellectual property rights which the other Party may possess for any trademarks, commercial names, patents, utility models, designs and industrial designs, intellectual creations, software, libraries and databases existing prior to the signing of the offer, continue to be the exclusive property of the title holder of said rights, and none of that which is established in these General Conditions may be regarded as an assignment or conveyance thereof.

6.2 Whenever it is necessary to use any trademark, commercial name, patent, utility model, design or industrial design, intellectual creation, software, library or database of the other Party to provide the services requested in the technical offer, the requesting Party shall obtain the consent in writing of the other Party.

6.3 CIC owns the exploitation rights of intellectual property of the product developed as well as its sub-products such as the analysis and design technical documentation, the planning documentation, testing documentation, user documentation and instructions documentation, for all the national and international territory and during the term of duration of the rights established in the Intellectual Property Law . CIC also owns the preexisting libraries developed by CIC which may be integrated in the product developed for the Customer as well as the moral rights, which shall be of CIC property in its condition of author. Libraries are a set of features grouped which CIC distributes with the projects developed. They are composed of a set of utilities and are made to facilitate the reuse and productivity.

6.4 The above notwithstanding, CIC may apply the know-how, the principles and underlying ideas and the experience developed and/or acquired by providing the services established for the completion of other information systems projects and products for both the Customer and for Third parties, and in all cases must respect the terms and conditions of these General Conditions and, especially the duty of confidentiality established in clause 2

7. RESPONSIBILITY

7.1 Neither Parties exclude or limit their responsibility for any death or personal injury arising as a result of wilful or negligence acts.

7.2 The total responsibility of each Party, contractual, not contractual or of any other type in relation with a particular project, is limited for any type of loss or damage caused to an amount up to a maximum equivalent to the total price of the project, except in cases of wilful misconduct, bad faith or severe negligence.

7.3 Neither Parties shall be responsible nor contractually or extra- contractually or by any other means in relation with a particular project for any type of damage, business loss, incomes or profits, arising damages, damage or destruction of data, documentation or information, or any type of loss that is not a direct consequence of its breach, except in cases of wilful misconduct, bad faith or severe negligence.

7.4 Neither Parties shall be liable for the damages caused to the other for a cause not attributable to the Party or as a consequence of a breach made on the obligations assigned to the injured Party in the project. In particular, CIC shall not be liable for the damages that may appear when Customer doesn't use the product developed by CIC as described in the technical documentation and user manuals.

7.5 Neither Parties shall be liable for the non execution or delay in the execution of any of the obligations established in the offer if such non execution or delay is the result of an event of force majeure or fortuitous case as defined or recognized as such by the Spanish law.

8. TERMINATION

8.1 Either Parties shall have the right to terminate the offer and to demand to the injured Party, a compensation for the damages that may have been caused when any of the following circumstances occur:

(a) breach by the other Party of any essential obligation;

(b) when the other Party is subject to liquidation or bankruptcy proceedings;

(c) for failure to meet the agreed payments;

(d) any other cause for termination established in the Law;

8.2. When the Customer terminates the contract before the project is finished without any of the justified causes listed in clause 8.1, CIC, on its choice, may enforce the compliance in the form specified in the offer or, alternatively, may obtain from the Customer an indemnity that shall be agreed by both Parties.

9. SETTLEMENT OF DISPUTES

9.1 In case that any litigation or disagreement may arise between the Parties in relation with the interpretation, execution or termination of this offer, the Parties shall try to resolve them in a friendly way.

9.2 In the event that such disagreements cannot be solved between the Parties amicably within thirty (30) days since the compliant Party has given to the other written communication, either Parties may request for arbitration.

10. APPLICABLE LAW AND ARBITRATION

10.1 This commercial relationship is governed by Spanish Law and subject to the exclusive jurisdiction of the Spanish courts

10.2 Both Parties expressly agree that they will submit to arbitration any dispute, question or issue that may arise between them in connection with this offer, which shall be held by a single arbitrator appointed by the "Junta Arbitral del Colegio de Economistas de Cantabria", to which rules the Parties shall submit.

10.3 Both Parties expressly state their irrevocable commitment to comply with the arbitral decision that may be issued.

10.4 The venue of celebration of the arbitration and of issuance of decision shall be SANTANDER (Spain), and the arbitration shall be performed in Spanish language.

Accepts and acknowledges in its totality CIC General Conditions.

BUSINESS XYZ

CIF: Customer VAT

Date and signature

Signed for and on behalf of the Customer

Mr./Mrs. Name Customer Representative

Title: Position Customer Representative