

DISTRIBUTION AGREEMENT AND ECONOMIC CONDITIONS FOR THE DISTRIBUTION OF IMTLazarus

(_____ and Infodesain Technology, S.L.)

Signed in Barakaldo, on the _____th day of _____, 2020.

WHEREAS

On one hand, Mr./Ms. _____, of legal age and fully legally binding, with ID# - _____, with address for the purposes of this document at _____.

And

On the other hand, Mr. Daniel Martínez de Dios, of legal age and fully legally binding, with Spanish ID#, 72.398.541-S, with address for the purposes of this document in Barakaldo, Bizkaia, SPAIN.

THEY ACT:

The first one in the name and on behalf of _____ (hereinafter _____), a (Nationality) company addressed in _____ - _____ . (Full address, Town, City, Zip Code & Country), with VAT# _____, in his / her full capacity as administrator and representative of the company.

And

The second one in the name and representation of Infodesain Technology, S. L. (hereinafter IMTCloud), a Spanish company with registered offices at Arteagabeitia N°41 - 48902 Baracaldo, SPAIN, and VAT# ESB95399697.

THEY STATE:

- That Infodesain Technology, S. L has the right and responsibility to distribute IMTLazarus software in Spain and has the knowledge and infrastructure necessary to provide the service.

- That _____ aims to provide solutions in different sectors and to provide consulting services, assistance and infrastructure to companies.

Both parties have decided to enter into this BUSINESS AGREEMENT, and therefore agree for the following

CLAUSES

1. Purpose

IMTCloud hereby grants _____, and is accepted by this, the right to distribute the Software on a non-exclusive basis, to perform the following activities:

- To provide implementation services and technical assistance support of IMTLazarus software to End Customers in accordance with the provisions of this contract, as well as implementation and maintenance services.
- The Parties guarantee that they will act in strict observance of the values of transparency, trust and respect for the commitments acquired with third parties, consequently they will not alter existing commercial relations in a way that could affect contractual agreements entered into with them.

2. Scope and Conditions of Licensing

The IMTLazarus software licenses provided by IMTCloud shall have the SaaS character under the terms of the scope and conditions described in Annex 1.

3. Obligations of _____.

_____, shall have the right to organize its own sales activities as best considered, in its own name and on its own account. To this end, they can contract its customers with users licenses, to fix the conditions of contracting with its End Customers -in accordance with the terms of this agreement-, always respecting the levels of quality and presence that fit service and target market, with special care not to carry out actions that could in any way damage the image and brand of IMTCloud and the IMTLazarus service.

There will be technically qualified personnel to be trained and capable to carry out the services of maintenance, installation, configuration and technical assistance of the software.

4. Obligations of IMTCloud

IMTCloud is responsible for guaranteeing that the products supplied are in accordance with the legislation applicable to them, and comply with all necessary requirements, being the sole responsible and owner of the software and its brand, as well as its proper functioning, without prejudice to those causes beyond IMTCloud that may prevent or hinder its proper use.

IMTCloud will provide the necessary technical information and documentation of the software to _____, committing itself to keep _____ informed on the new versions planned and on the updates, improvements or extensions to the existing ones.

IMTCloud will train the technical staff of _____, for the proper and adequate service delivery of maintenance and technical assistance to the End Customer.

5. Retail Price update service 12-08-2019 (VAT not included) for the school year.

Retail Price cost per device according to IMTCloud license type:

✓ Reduced:	+ 6 € (six euro) (Security only during school hours. Available only on Chromebook.
✓ Standard:	+ 8 € (eight euro). (Security 24 hours, educational center and families).
✓ Integrative:	+ 10 € (ten euro). (Integration with Telegram, Google Drive for Education and ERP).
✓ + 2 € (two euro) Level 2 support cost	IMTCloud Coordinator assigned to the project.
✓ + Cost implementation	Intervention in situ in each device when agreed with the distributor and such management is necessary according to the technology of the device and the deployment model.
✓ + Cost of maintenance	Includes the set of extended responsibilities agreed in contract.

- Check the minimum and extended liability sheet in the contents section (distributor documentation) at <http://www.imtlazarus.com/en/contents/>.
- License details: The distributor must invoice the school separately for each of the items listed above, except in the case of association with a renting of the device.
- The IMTCloud license include the minimum responsibilities of the distributor.
- The minimum number of licenses to be contracted per server is 25 (twenty-five). A discount of 30% (thirty percent) will apply in the hiring of licenses from December 15.
- A supplement of + 3€ (three euro) per device is added for projects that contract less than 250 (two hundred and fifty) licenses per dedicated server per school (in registrations until December 15, 2019).
- Religious congregations, groups, associations or foundations are excluded from this supplement, as well as in cases of devices where security is not applied outside the educational center or are

public centers with an agreement within the Autonomous Community of the Basque Country, the Balearic Islands and Madrid.

- The following discounts will be applied to licenses when contracting the service for 2, 3 and 4 years:

Two (2) years	10% (ten percent) of discount
Three (3) years	15% (fifteen percent) of discount
Four (4) years	20% (twenty percent) of discount

IMTCloud will grant to _____ a 20% (twenty percent) discount on the Retail price accepted by the end customer. The costs of the distributor necessary for the adequate service delivery by itself must be indicated separately and on the same invoice.

The payment of licenses by _____ to IMTCloud will always be made in advance, and the application will be supported with a formal document.

Once the procedures for setting up the service have been completed, there will be no licenses' cost refund.

6. Duration

This agreement of right for distribution of service will remain in force for TWO (2) years and will be automatically renewed for successive periods of ONE (1) year, unless there is express denunciation by means of a notification in which the willing of no-renovation is expressly communicated, with a minimum advance of THIRY (30) days.

The present agreement replaces any agreement prior to the date of signature of the present agreement that the parties have signed with the same object.

7. Applicable law.

This Agreement is subject to and shall be construed in accordance with Spanish law.

8. Conflict resolution

For any discrepancy in the interpretation or application of this contract, both parties agree to submit to the jurisdiction of the Courts and Tribunals of BILBAO, renouncing any other that corresponds to them.

In witness whereof, the parties sign this Agreement in duplicate, on all sheets of ordinary paper printed on one side only, at the place and time indicated on the first page thereof.

Mr. Daniel Martínez de Dios

Mr./Ms. _____

Infodesain Technology S.L.

ANNEX 1 CONDITIONS CLOUD SERVICE IMTCloud

1. DEFINITIONS.

SaaS: Software as a Service. Application Service Provider, provides the ability to use a Web application exclusively over the Internet.

Web Application: Any sequence of instructions or indications intended to be used, directly or indirectly, in a computer system to perform a function or task or to obtain a specific result, whatever their form of expression and fixation. The interface is a Web browser, and execution occurs at the Application Service Provider.

Customer data / Database: Systematically or methodically arranged data collection and individually accessible only by the customer via the web application.

User: Person who has the right to use the program by being authorized to do so exclusively through the Internet, using a Web browser.

2. CONTENTS.

According to the service described in the Document identified as "IMTCloud. Analysis and Actions", which makes part of this contract, **the service will consist of:**

- a) IMTCloud will provide internet access to the service, applications and contracted users, using a browser and allowing access using a password for each user; passwords will be provided by IMTCloud.
- b) Access to the support service within working hours, according to the IMTCloud work calendar.
In the event that an Authorized Distributor of IMTCloud invoices for the provision of these services, such services will be provided directly by the said Distributor.
- c) The client will receive, for information purposes only, the text of the news related to the contracted service and a brief summary of its content, being used for this purpose as a channel of communication exclusively the e-mail.
IMTCloud is responsible for the information contained in the only valid texts, those published through the website www.imtlazarus.com.
- d) Administration of the Internet Server system: including its updates.

- It will NOT be included in the service lease:

- a) The adaptation of the Web application, the special circumstances of the Client or the new needs arising with the use.
- b) The incorporation of the necessary elements to adapt to technological evolution in the user's device: latest versions of operating systems, Internet browser, Internet connection, etc.
- c) The travel expenses of the technicians, if agreed because of the provision of the service.
- d) The necessary tasks to re-establish the previous situation derived from incorrect operations on the side of the Client or third parties that cause loss of information, destruction or disorganization of the data.
- e) The amendment of anomalies that have no causal relationship with the service.

1. DESCRIPTION AND CONDITIONS OF ACCESS TO THE SERVICE.

- a) Conditions of access: The client will receive the access data to be able to use the service. In addition, the client will have a code and an additional password to manage the data of his client account, such as assigning access rights to users, consult access records, etc.
- b) Users may, through the Web application, process all data provided in accordance with the foregoing clauses, and may perform all calculations and processes related to this contract.
- c) Customer may not license, sublicense, sell, resell, transfer, assign, distribute, commercially exploit in any other way or make the Service or Content available to third parties.
- d) The customer may not modify the service or the content or make derivative works from them.
- e) Database information and records of IMTCloud web service will belong exclusively to the Client.

1. GUARANTEE, CIVIL RESPONSIBILITY AND CONFIDENTIALITY.

- a) The Web service provided through the Internet may be subject to failures in the infrastructure of the server, the Internet network and other programs installed in the client's device from where they connect to the service.

These errors may also have their origin in the high number of different cases that may occur and the Customer's need to use the service immediately, so that there is not a sufficient period between the publication of the standard and its incorporation into the new versions, to test all the possibilities or cases.

IMTCloud guarantees the free amendment, for customers who have signed this service contract, of all those errors that can be proved in a reliable way that are communicated. Corrections will be automatically incorporated, and therefore, made available to customers in the Web application.

- b) Neither shall IMTCloud be responsible for the alteration of the speed and quality of communications.
- c) In any case, the Parties shall only be liable for direct damages caused exclusively by causes attributable to them, with the total limit of the amount actually received by the service, not being liable in any way for indirect damages such as, but not limited to: loss of profit, loss of incomes, etc., except in those damages caused by fraud.
- d) The Parties undertake to adopt the appropriate measures to ensure the confidential treatment of such information, measures that shall not be less than those applied by itself to its own confidential information, assuming the following obligations:
 - Use confidential information only for its own intended use.
 - Allow access to confidential information only to those natural or legal persons who need the information to perform tasks for which the use of this information is strictly necessary. In this regard, the PARTIES shall advise such natural or legal persons of their obligations with respect to confidentiality and shall ensure that such obligations are complied with.
 - Communicate between the PARTIES of any leakage of information of which they have or

come to have knowledge, produced by the violation of this clause of confidentiality or infidelity of the persons who have acceded to the confidential information, well understood that this communication does not exempt the PARTIES of responsibility, but if the breach will give rise to all the responsibilities derived from this omission in particular.

- Limit the use of the confidential information exchanged to that strictly necessary for the fulfillment of the object for which it is revealed, the PARTIES assuming responsibility for any use other than the said one, carried out by themselves or by the natural or legal persons to whom they have allowed access to the confidential information.

The confidentiality obligations contained in this clause shall not apply to the information that the PARTIES can demonstrate:

- That was in the public domain at the time it was disclosed.
- That, after having been disclosed, was published or otherwise became public domain, without breach of the obligation of confidentiality.
- That at the time of disclosure, the receiving party was already in possession of the same by lawful means or had a legal right to access it.
- Had prior written consent from the other party to disclose the information.
- That it has been requested by the competent Administrative or Judicial Authorities that must pronounce on total or partial aspects of the same, in which case, the receiving party shall communicate it to the other party prior to such presentation taking place.

IMTCloud is obliged for a period of 5 years from the end of the contract to keep secret and maintain the strictest confidentiality on all information, property of the Client, to which it has access because of this contract.

- a) IMTCloud without the prior express consent of the Client, will refrain from carrying out any activity, be it reproduction, use, conservation, modification or of any other nature, with the information received, property of the Client, for purposes other than strict compliance with this contract.
- b) Under no circumstances may third parties access the data, property of the Client, to which IMTCloud has access, without the express consent of the Client.
- c) In any case, the user accepts that the contracted service constitutes a tool intended to complement, but not to replace human labor, for this reason it is the user's obligation to sample the results obtained with the use of the application. In the event that the user detects an error, he / she must notify IMTCloud who will solve it free of charge for those customers who have signed the maintenance contract. The Client will be solely responsible for the proper functioning of their equipment and systems, not being able to impute to IMTCloud any responsibility for these reasons.

1. FORCE MAJEURE.

Neither party shall be liable to the other party or any third party for any damages or losses resulting from the delay or inability to perform its legal or contractual obligations, in the event of any unforeseen or foreseeable circumstance beyond its control that is unavoidable.

In connection with the use of the service, except as required by applicable law, IMTCloud does not warrant:

- a) That it will always be safe, timely, uninterrupted, and error-free or work in combination with any other hardware, software, system or other data.
- b) That the data stored will be accurate and reliable.
- c) The service(s) provided by other telecommunication operators, which make the IMTCloud service available, shall be free from defects or other harmful components.

IMTCloud services may be subject to limitations, delays and other incidences inherent to the use of the Internet. IMTCloud shall not be liable for any damages resulting from such incidents.

1. PROTECTION OF PERSONAL DATA.

a) TREATMENT OF PERSONAL DATA OF THE CLIENT.

The service allows Distributors to enter their own documents and information, which belong to and are the sole responsibility of the customer. IMTCloud as a service provider of the application has the obligation to comply with the obligations under the GDPR and its legal regime in force.

b) CLOUD COMPUTING.

IMTCloud or, where appropriate, its Providers, in order to provide cloud computing services, may entail access to personal data. This is a mixed modality of cloud computing, a private cloud, where independent networks are created for customers within a high-availability platform. IMTCloud offers customers a SaaS service (Software as a Service model).

To provide the service IMTCloud has subcontracted part of it with several suppliers. In compliance with the regulations in force regarding the protection of personal data, IMTCloud guarantees that all its suppliers will also comply with the appropriate security measures with regard to the data of _____ and its customers, being IMTCloud liable in any case against _____ in the event of damage caused by the said suppliers.

1. RESPONSIBILITY OF THE FINAL CUSTOMER.

- a) Facilitating maintenance work. The Client will provide access and passwords to IMTLazarus specialists to its web application pages during the term of this contract, in order to facilitate the support services contracted.
- b) The client will be responsible for all activities carried out with their user accounts and their use. For this reason, the customer is solely responsible for the accuracy, quality, completeness, legality and reliability of their data, as well as intellectual property or the right to use them, and IMTCloud is in no case responsible for the deletion, correction, destruction, damage or loss of customer data or that such data has not been saved. Once the contract has been terminated for a justified reason, the Customer will immediately lose the right to access and use the data in the contract, and IMTCloud will remove the data from its systems.

IMTCloud shall have no obligation to retain or send such data. IMTCloud reserves the right to retain, delete and / or discard customer data without notice if there is any breach by it, including without limitation, non-payment.

1. DURATION OF THE LICENCE CONTRACT, SUSPENSION OF THE CONTRACT.

This contract shall have the term indicated in clause six of this agreement.

In case of non-payment of any term or quota issued by IMTCloud at the expense of the customer, IMTCloud is entitled, to suspend the contracted service, with the need for prior notice to the other Party and giving a period of amendment of THIRTY (30) days to the non-performing Party. In the event that the breach is not remedied within the established period, IMTCloud may proceed to the suspension of the service.

2. TERMINATION OF THE LICENCE CONTRACT.

This Agreement shall terminate for the duration of the term of the Agreement specified in clause Six. -Duration.

However, it may be resolved in advance in the following cases:

- a) By mutual agreement of IMTCloud and _____, which must be formalized in writing.
- b) At the request of either party, in the event of a serious breach of any of the obligations of this contract. In this case, prior to the exercise of the power of termination (and to the extent that the cause of non-performance can be remedied), the performing party shall require the non-performing party by notice to terminate the non-performing party, granting it a cure period of thirty (30) days from the date the non-performing party receives such notice of non-performance. If the period has elapsed without the non-performing party having remedied the situation of non-performance, the non-performing party may terminate the Contract.
- c) At the request of any of the PARTIES due to a situation of Force Majeure or Acts of God, in accordance with article 1.105 of the Spanish Civil Code, which substantially affects the obligations of one of the PARTIES in relation to the Contract. In the event that the situation of Force Majeure or Fortuitous Case will last more than one (1) month, the party not affected by such situation may, with a notice of fifteen (15) calendar days, request the resolution. Likewise, the party affected by the situation of Force Majeure or Fortuitous Event shall notify the other party in writing as soon as possible, indicating the event causing the situation of Force Majeure or Fortuitous Event, its nature, the circumstances in which it has occurred, the time that such situation is expected to last, and the measures it intends to adopt to reduce, if possible, the effects of the event on the obligations of this Contract.
Each of the PARTIES agrees to use its best efforts (provided they are within its reach) to avoid or mitigate the effects of a situation of Force Majeure or Fortuitous Event, as well as to ensure the normal continuation of this Contract.

In the event that this Agreement is terminated in accordance with the provisions of this Clause, or by any other legally established assumption, the rights and obligations contemplated therein shall be deemed automatically canceled.

<p>Mr. Daniel Martínez de Dios</p>	<p>Mr./Ms. _____</p>
<p>Infodesain Technology S.L.</p>	<p>_____</p>