SITUM MASTER SUBSCRIPTION AGREEMENT

Last updated on 5/12/2023

Situm Technologies S. L. ("Situm") is a company incorporated under the laws of Spain, with tax number B70401229, and registered office at Edificio Emprendia, Campus Sur, Santiago de Compostela (Spain). Situm is the developer and licensor of an indoor positioning platform (the "**Situm Platform**"), which is integrated by software, documentation and services. Situm Platform is hosted by Situm in the cloud and offered under a Software as a Service modality (the "**Subscription Services**"). Situm Platform and the Subscription Services are detailed in **Exhibit A.**

This Agreement sets forth the terms and conditions under which Situm agrees to provide (1) the Subscription Services to Customer and Users, and (2) if applicable, Work for Hire related to Customer's access to, and use of, such Subscription Services. Subscription Services coand Work for Hire will be referred collectively as Services, as defined in Section 1.

By (1) signing electronically this Agreement or accepting it in any way, or by (2) clicking a box in the web of SITUM indicating acceptance of this Agreement, the Customer agrees to the terms of this Agreement and the attachments hereto. If the individual accepting this Agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "Customer" shall refer to such entity and its affiliates. If the individual accepting this Agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this Agreement and must not use the Services.

Situm and Customer, collectively known as the Parties, intending to be legally binding, agree as follows:

1.   DEFINITIONS

1.1   "Agreement" means this Master Subscription Agreement.

1.2   "Application" means any software developed and/or commercialized by the Customer and/or the Valued Added Reseller that makes use of the Subscription Services.

1.3   "Customer" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.

1.4   "Customer Data" means any data produced by the Customer or the Users when using the Subscription Services or the Free Trial.

1.5   "Fees" means the fees payable by the Customer to Situm for the provision of Subscription Services or Work, as specified in an Order Form. Fees may either be Subscription Fees or Work for Hire Fees.

1.6   "Non-productive uses" means any use that the Customer makes of the Services, intended to test them internally in a controlled environment in order to validate them for a limited period of time and with a limited Service Capacity.

1.7   "Order Form" means the documents for placing orders pursuant to this Agreement that are entered into between Situm and Customer from time to time.

1.8   "Personal Data" means information that alone or when in combination with other information may be used to identify, contact, or locate a natural person, such as name, address, email address, IP address, login credentials, profile information, or phone number. Personal Data excludes information that has been aggregated and/or anonymized so that it does not allow a third party to easily identify a specific individual

1.9   "Productive Uses" means any use other than the mere testing of the Services in a controlled environment for their internal validation (for a limited period of time and with a limited Service Capacity). Situm reserves the right to decide, whether or not, an use is Productive or Non-Productive.

1.10   "Value Added Reseller" or "VAR" means a company that: (1) creates and commercializes Applications for Productive Uses, whose Users access and use the Subscription Services through those Applications; and/or (2) provides to third parties professional services related to the deployment, integration and use of the Subscription Services.

1.11   "Work for Hire Fees" are the fees to be paid for the provision of the Work for Hire,

1.12   "Work for Hire" means the professional services to be provided by Situm to Customer as described in a SOW incorporated in an Order Form, which may include, without limitation, software development, engineering, maintenance, installation, design consulting, business planning, network planning and analysis.

1.13   "Service Capacity or Capacity" means the usage restrictions that apply to the Subscription Services. Service Capacity will be specified in the applicable Order Form. In case of Free Trial, Service Capacity will be limited to a maximum of 2 buildings and 5 concurrent users.

1.14   "Services" means the services that are ordered by the Customer pursuant to an Order Form. Services may be "Subscription Services" or "Work for Hire" as set forth in Section 2

1.15   "Subscription Fees" are the fees to be paid for the provision of the Subscription Services.

1.16   "Subscription Services" refers to the Software as a Service that allows Customer or Users to access and use the Situm Platform in the terms defined in this Agreement.

1.17.   "MDM System" refers to remote management service for mobile device that allows remote configuration and management of the device on which the corresponding software is installed.

1.18   "Subscription Services Term" is the period during which Situm shall provide the Subscription Services to Client pursuant of the applicable Order Form.

1.19   "Statement of Work" or "SOW" means a document that describes the Work for Hire that Situm agrees to perform for the Customer, as well as other Customer responsibilities related to it.

1.20   "Term" has the meaning described to that term in Section 5

1.21   "User" means an individual who is authorized by Customer to use the Services, for whom subscriptions to the Subscription Services have been ordered, and who have been supplied user identifications and passwords by Customer. Users may include but are not limited to Customer's employees, consultants, contractors and agents, and third parties with which Customer transacts business.

2.   SERVICES

2.1   Situm shall use commercially reasonable efforts to provide (1) Customer and Users access to the purchased Subscription Services, (2) Customer the purchased Work for Hire, according to the terms and conditions of this Agreement, and the supplementary contracts when applicable by the parties.

2.2   Situm hereby grants Customer and Users a non-exclusive, revocable, non-transferable, non-sublicensable right and license (the "License") to (1) access and use the Subscription Services, for Productive Uses, limited to the Service Capacity and solely for internal business purposes as set forth herein; and (2) to create and commercialize Applications for Productive Uses as a Valued Added Reseller. Customer may also resell the License to a third party as long as (i) the third party creates the Application to be commercialised, and (ii) the resale is previously and expressly authorized in writing by Situm.

2.3   Prior to the activation of the License, the Customer must execute and pay the price agreed in the applicable Order Form.

2.4   Each Order Form can specify and further describe the Subscription Services to be provided in accordance with the representations and warranties set forth herein, and can identify each Application, user, limitations, fees, milestones, subscription term and also can include by reference an Statement of Work. In case of any discrepancy, the Order Form and Statement of Work will take precedence over this Agreement.

2.5   In order to optimize the service of the Situm Platform, the MDM System can be hired by the Customer, according to the terms and conditions set forth in the Mobile Device Management Contract attached as **Exhibit E.**

3.   FREE TRIAL

3.1   The Customer may also enter this Agreement by registering for a Free Trial. In this case, conditioned on the terms and conditions of this Agreement, Situm grants Customer and Users for the period established in Clause 5.5 a non-exclusive, revocable, non-transferable, non-sublicensable right and license (the "Free-Trial License") to (1) access and use the Subscription Services, only for Non Productive Uses, limited to the Service Capacity and solely for internal business purposes as set forth herein, and (2) to create Applications only for Non Productive Uses, and solely for internal business purposes as set forth herein.

3.2   THE FREE TRIAL IS MADE AVAILABLE TO CUSTOMER IN ORDER TO TEST THE SUBSCRIPTION SERVICES. WHEN MAKING A PURCHASE, THE CUSTOMER AGREES THAT HE HAS HAD THE OPPORTUNITY TO MAKE ALL THE NECESSARY TESTS TO VALIDATE THAT THE SUBSCRIPTION SERVICES PROVIDED MEET ITS NEEDS AND REQUIREMENTS.

3.3   ANY DATA CUSTOMER ENTERS INTO SITUM PLATFORM, AND ANY CUSTOMIZATIONS MADE TO SITUM PLATFORM OR THE SUBSCRIPTION SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL MIGHT BE PERMANENTLY DELETED UNLESS

CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIALBEFORE THE END OF THE TRIAL PERIOD.

3.4   NOTWITHSTANDING THE "WARRANTY AND DISCLAIMER" AND "LIMITATION OF LIABILITY" SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND SITUM SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD.

4.   SERVICE LEVEL AGREEMENT, SUPPORT AND MAINTENANCE

4.1   Subject to the terms of this Agreement, Situm will use commercially reasonable efforts to provide Customer the Subscription Services and reasonable technical support in accordance with the Service Level Agreement ("SLA") attached hereto as **Exhibit B**.

4.2   Subject to the terms hereof, Situm will use commercially reasonable efforts to fix any problems that arise from the use of the Services. Situm will use commercially reasonable efforts to ensure that the Customer always has access and can use the latest version of the Services, without additional charges, promptly after commercial release.

4.3   None of this applies to the Free Trial License, under which Situm will not have any compromise to provide any technical support, fixes or version upgrades.

5.   TERM AND TERMINATION

5.1   This Agreement commences on the date Customer first accepts (the "Effective Date") by (1) clicking a box indicating acceptance of this Agreement, (2) signing electronically this Agreement or accepting it in any way.

5.2   This Agreement continues until (the "Term"): (1) all purchased Subscription Services hereunder have expired or have been terminated (if applicable), and/or (2) all purchased Work for Hire has been provided (if applicable), and/or (3) the Free Trial has expired or has been terminated (if applicable).

5.3   The term of each purchased Subscription Service (the "Subscription Services Term") shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods of one year unless either Party gives the other notice of non-renewal at least 30 days before the end of the relevant Subscription Services Term.

5.4   The term of each purchased Work for Hire (the "Work for Hire Term") shall be as specified in the applicable Statement of Work

5.5   The term of the Free Trial (the "Free Trial Term") shall be from the "Effective Date" until a maximum of 3 months from that date. The Free Trial might be renewed for additional 1 month periods by Situm. Situm may terminate the Free Trial and revoke the Free Trial license for any reason, at any time.

5.6   In addition to any other remedies it may have, either Party may also terminate this Agreement upon thirty (30) days' notice if the other Party materially breaches any of the terms or conditions of this Agreement or an Order Form or Statement of Work signed by both Parties pursuant this Agreement. Situm may also terminate this Agreement in the case of non-payment of any Services or any other fee owed by the Customer to Situm, or in any case if the Customer only holds a Free Trial License. Upon termination of the Agreement, each Order Form shall terminate, and Customer shall immediately cease all use of, and all access to, the Subscription Services and/or Free Trial Services, and Situm shall immediately cease providing the Work for Hire. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

5.7   Upon termination of this Agreement some sections of this Agreement will be applicable such as: accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6.   FEES AND PAYMENT

6.1   Customer will pay Situm the applicable Fees described in each Order Form or Statement of Work

6.2   Unless otherwise specified in the applicable Order Form or Statement of Work: a) prices do not include VAT, b) Work for Hire Fees will be invoiced 50% in advance prior to the start of the Work for Hire, and the other 50% when Work for Hire is completed, c) Subscription Fees will be paid in advance prior to the activation of the Subscription Services, d) payments will be made no later than 30 days after the invoice is sent to the Customer.

6.3   If Customer's use of the Services exceeds any limits set forth on the Order Form or Statement of Work or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein.

6.4   Situm reserves the right to change the Subscription Fees or applicable charges and to institute new charges and Subscription Fees at the end of each Subscription Services Term, upon thirty (30) days prior notice to Customer (which may be sent by email).

6.5   If Customer believes that Situm has billed Customer incorrectly, Customer must contact Situm no later than 7 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to Situm's accounting department (accounting@situm.es).

6.6   SITUM RESERVES THE RIGHT TO SUSPEND TEMPORARILY THE PROVISON OF THE SUBSCRIPTION SERVICES IF THE FULL PAYMENT IS NOT MADE ON THE DATE (OR BEFORE) SPECIFIED IN THE APPLICABLE ORDER FORM OR STATEMENT OF WORK. IN ADDITION, SITUM RESERVES THE RIGHT TO CANCEL THE PROVISION OF THE SUBSCRIPTION SERVICES IF, ONCE SUSPENDED FOR NON PAYMENT, THE BREACH IS MAINTENED FOR A PERIOD OF 5 DAYS.

6.7   Each Party will comply with any applicable tax laws, as applicable to such Party relating to the transactions under this Agreement, including any withholding obligations in the territory on account of any taxes, levies, fees or other charges. In case of any deduction, of such Withholding Taxes, Customer shall furnish to Situm with Withholding Tax Certificate to obviate requirement for Withholding Taxes under any applicable tax law.

7.   RESTRICTIONS AND RESPONSIBILITIES

7.1   Customer will not, nor permit or encourage any third party, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services; modify, translate, or create derivative works based on the Services or any software, documentation or data related to them (except to the extent expressly permitted by Situm or authorized within the Services); rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer to anybody, or otherwise use the Services or any software related to them for timesharing or service bureau purposes or otherwise for the benefit of a third; or remove any proprietary notices or labels; use the Services for purposes of competitive analysis, the development of a competing software product or service, or any other purpose that is to Situm's commercial disadvantage.

7.2   Customer represents, covenants, and warrants that Customer will use the Services only in compliance with Situm's Acceptable Usage Policy, described in **Exhibit C**, and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Situm against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Situm has no obligation to monitor Customer's use of the Services, Situm may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

7.3   Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, mobile phones, servers, software, operating systems, networking, web servers and so on (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent. Situm does not guarantee that the Services will be compatible with any Equipment that the Customer may have: in case of doubt, the Customer can use the Free Trial to explore such compatibility and/or direct an inquiry to Situm.

8.   DATA PROTECTION

8.1   In accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, regarding the protection of natural persons with respect to the processing of personal data and to the free distribution of these data (hereinafter, the "GDPR"), the Parties hereby stated that the data processed have been collected directly from the Parties, via email, by telephone and from written documents such as confidentiality agreements, offers, order forms and any other document validly accepted by the parties concerned. The purpose of data processing is the processing of data required for contractual management, development, maintenance, control and verification, these being the legal basis for the processing. Accordingly, the Parties consent commercial publicity communications, sent by email any other electronic or physical media. These communications shall be made by the Parties and related to their products and services.

8.2   The data obtained and processed shall not be communicated to third parties. However, it is possible that, as a consequence of the contracting of services, they must be communicated to shipping companies, advisors, technical consultants, lawyers, shareholders, directors and any other public or private entity to the extent necessary for the fulfillment of a legal or administrative obligation, which is accepted expressly by the interested parties.

8.3   The data provided by the Parties during the contract period shall be stored while a mutual interest exists in order to maintain the purpose of the processing and during the necessary time to fulfill with the legal obligations. When it is no longer necessary for this

purpose, the data shall be deleted with appropriate security measures to guarantee the anonymity of the data or the total destruction of the same.

8.4   The Parties state the data shall be processed in accordance with the principles described in Article 5 of the GDPR. In addition, the interested parties have the right to withdraw their consent, to exercise their rights of access, rectification, portability and deletion of their data and to the limitation or opposition to their processing, by contacting the companies address and/or the email address set forth in the contract. The Parties also have the right to present a claim to the Control authority if they consider that such treatment does not comply with current standards.

8.5   In the course of providing the services, Situm may process Personal Data on behalf of Customer and/or User, and agrees to comply with the provisions stated in the Situm Privacy Policy (https://situm.es/en/privacy) and the conditions of "Data Processing Agreement" included as **EXHIBIT D** to this Agreement; or, if applicable, any specific "Data Processing Agreement" signed by both Parties.

9.   INTELLECTUAL PROPERTY RIGHTS

9.1   As between Situm and Customer, all right, title, and interest in and to the Situm Platform, Services, Work for Hire results, the trademarks and service marks of Situm and any other products and services of Situm, including without limitation any intellectual property rights therein, but excluding any products and services of Customer are and will remain the exclusive property of Situm. As between Situm and Customer, all Customer Data, as well as, right, title, and interest in and to the products and services of Customer, including without limitation any intellectual property rights therein, but excluding any products and services of Situm, are and will remain the exclusive property of Customer.

9.2   Situm shall own all right, title and interest to use any data that is based on or derived from the use of the Subscription Services and provided to Customer as part of the access and use of the Services. Situm shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Work for Hire or support, and (c) all intellectual property rights related to any of the foregoing.

9.3   Customer grants Situm a worldwide, non-exclusive, royalty-free, non-transferable license to use Customer trademarks, service marks, and logos for the purpose of identifying the Customer as a Situm customer in order to market or otherwise promote Situm.

10.   CONFIDENTIALITY

10.1   "Confidential Information" means all technical, business, financial and other information of the Party that derives economic value, actual or potential, from not being generally known to others. Each Party agrees that, unless required by law or legal process, it will not make the other Party's Confidential Information available in any form to any third party or use the other Party's Confidential Information for any purpose other than the implementation of this Agreement.

10.2   Each Party shall disclose Confidential Information of the other Party only to those employees and agents that have a need to know such Confidential Information for the purpose of this Agreement and that are subject to non-disclosure obligations to such disclosing Party consistent with the obligations set forth in this Section

10.3   Notwithstanding , strictly in order to provide and improve the Subscription Services and technical support, Situm shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies including, without limitation; (i) information concerning the usage of the Subscription Services (ii) data derived therefrom (iii) suggestions or ideas for improving or otherwise modifying the Situm Platform and the Services ("Feedback"). This purpose is also subject to the data protection provisions as set forth in this Agreement. In no case will Situm analyze personal data without the Customer consent, nor use it with a purpose other than the legitimate provision and improvement of the Services and provision of technical support Situm will be free, during and after the Term hereof, to use such information and data to improve and enhance the Situm Platform and Services and for other development, diagnostic and corrective purposes in connection with the Situm Platform and Services, and disclose such data solely in aggregate or other de-identified form in connection with its business only with the express consent of the Customer. No rights or licenses are granted except as expressly set forth herein.

10.4   Nothing in this Agreement shall prohibit or limit either Party's use of information that the receiving Party can demonstrate: (a) is or becomes publicly known or available through lawful means; (b) is disclosed to the receiving Party without confidential or proprietary restriction by a third party who rightfully possesses and rightfully discloses the information; (c) is independently developed by the receiving Party without any breach of this Agreement; (d) is the subject of a written permission to disclose provided by the disclosing Party; or (e) is required by law to be disclosed.

11. WARRANTY AND DISCLAIMER

11.1   Situm shall use reasonable efforts consistent with prevailing industry standards to maintain the Subscription Services in a manner which minimizes errors and interruptions in the Subscription Services and shall perform the Work for Hire in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Situm or by third-party providers, or because of other causes beyond Situm's reasonable control, but Situm shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

11.2   Situm shall also use reasonable efforts to maintain a security and privacy level regarding the Services and Customer data at least consistent with prevailing industry standards.

11.3   Except to the extent set forth in Exhibit B, TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CUSTOMER ACCEPTS THE SERVICES "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY OF THE RESULTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: ; (a) SITUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (b) SITUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CUSTOMER DATA WILL REMAIN PRIVATE OR SECURE

11.4   THE CLIENT HAS BEEN ABLE TO ACCESS AND USE THE SUBSCRIPTION SERVICES BEFORE SIGNING THIS AGREEMENT, BY MEANS OF OUR "FREE TRIAL VERSION". WITH THIS MODALITY, THE CLIENT HAS USED THE SUBSCRIPTION SERVICES FOR NON-PRODUCTIVE USES, INCLUDING ALL ITS COMPONENTS AND FUNCTIONALITIES. THEREFORE, THE CLIENT ACKNOWLEDGES TO HAVE A CLEAR UNDERSTANDING OF ALL THE FUNCTIONALITIES AND LIMITATIONS OF THE SUBSCRIPTION SERVICES.

12. LIMITATION OF LIABILITY

12.1   NOTWITHSTANDING ANYTHING TO THE CONTRARY, AND TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, SITUM AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), ADVERTISORS, LICENSORS, AGENTS, SPONSORS, CONSULTANTS, OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, DIRECTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO OR THEIR EXHIBITS : (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES; (C) FOR ANY MATTER BEYOND SITUM'S REASONABLE CONTROL; (D) FOR ANY AMOUNTS AND CAUSES, OTHER THAN THOSE ESTABLISHED IN THE SLA DESCRIBED IN EXHIBIT B AS COMPENSATIONS.

13. NOTICES

13.1   All notices, and other communications required or permitted by this Agreement (each, the "Notice") shall be effective upon receipt and shall be in writing, and shall be sent by hand, email or air courier to the representative who executed the Order Form or the Statement of Work on behalf of the Party receiving the Notice, and deemed delivered upon receipt. The names addresses and email numbers for notifications given pursuant to this Agreement may be changed by means of a written notice given to the other Party prior to the Effective Date of such change.

14. LEGISLATION AND ARBITRATION

14.1   This Agreement shall be construed in accordance with and shall be governed by the laws of Spain.

14.2 Any dispute or claim arising under this Agreement and any subsequent amendment of this Agreement, including, without limitation, validity, binding effects, interpretation, performance, breach or termination, shall be submitted to the arbitration in accordance with the International Chamber of Commerce (IIC) Rules. The place of arbitration shall be Barcelona. The language to be used in the arbitration shall be English. Any decision or award of the arbitration tribunal shall be final and binding upon the Parties, and enforceable according to its terms by any court of competent jurisdiction. The parties agree, pursuant to Article 30(2)(b) of the Rules of Arbitration of the International Chamber of Commerce, that the Expedited Procedure Rules shall apply irrespective of the amount in dispute.

15. MISCELLANEOUS

15.1 Neither Party shall be deemed to be in breach of this Agreement, or otherwise be liable to the other Party by reason of any delay in performance, or non-performance, of any of its obligations hereunder if delay is caused by circumstances or events outside their reasonable control ("Force Majeure") of which it has notified the other Party and the time for performance of that obligation shall be extended for the duration of such Force Majeure. Without prejudice to the foregoing, and at the discretion of the Party not suffering Force Majeure's, in the event of Force Majeure, the Party not suffering Force Majeure shall be entitled to serve notice of termination of this Agreement, which will take immediate effect in the case where the Force Majeure event exceeds a period of 30 continuous days. If the Force Majeure in question prevails for a continuous period more than 30 continuous days and a notice of termination has not been served, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be fair and reasonable.

15.2. Situm may, in its sole discretion, make any changes to the Services that it deems necessary or useful to (i) maintain or enhance the quality or delivery of the Services, (b) maintain or enhance the competitive strength of, or market for, the Services, (c) maintain or enhance the Services or performance, (d) to comply with applicable law, or (e) deal with Force Majeure events. Just for the sake of clarity, Situm will provide notice of those changes that might disrupt the normal usage of the Services. For example, Situm will provide information with at least 1 month in advance if any of those changes erases functionalities of the Services. Situm will also inform at least 3 months in advance, by including a deprecation notice in the Situm docs (see Exhibit A), of any features to be erased or interfaces to be changed or discontinued in Situm SDKs and Situm APIs (defined in Exhibit A). Finally, Situm will provide information with at least 15 days notice of any planned maintenance that may disrupt the Services.

15.3 Customer shall have no power or authority, express or implied to make any representation, warranty or guarantee on behalf of Situm with respect to the Services, or otherwise incur any obligations on behalf of Situm. Customer will not act, sell or resell the License herein described to others in any conditions. If Customer wants to become a distributor o dealer, Customer must inform Situm and Parties will negotiate the conditions for this circumstance.

15.4. This Agreement is not assignable, transferable or sublicensable by Customer except with Situm's prior written consent.

15.5. The Parties acknowledge that the relationship of the Parties is that of independent contractors and that nothing contained in this Agreement shall be construed to place Situm and Customer in the relationship of principal and agent.

15.6. No amendment of any provision of this Agreement shall be effective unless set forth in a writing signed by a representative of Situm and Customer, and then only to the extent specifically set forth therein. No waiver by either Party of any condition or the breach of any provision of this Agreement in any one or more instances shall be deemed a further or continuing waiver of the same or any other condition or provision.

15.7. This Agreement, together with each Order Form, the Statement of Work and any attachments hereto, all of which are incorporated herein and made part hereof by this reference, embodies the entire agreement between the Parties with respect to the subject matter hereof and thereof, and supersedes all prior negotiations, discussions, agreements and understandings between the Parties relating to the subject matter hereof and thereof. If any term of this Agreement or part hereof not essential to the commercial purpose of this Agreement shall be held to be illegal, invalid or unenforceable, it is the intention of the Parties that the remaining terms hereof or part hereof shall constitute their agreement with respect to the subject matter hereof and thereof and all such remaining terms, or parts thereof, shall remain in full force and effect.

EXHIBIT A

Description of the Subscription Services

Situm Platform is hosted in the cloud and offered under a Software as a Service modality. Situm Platform offers three flavors or functional modules, each one comprising several functionalities:

1. Map Viewer. This package is mainly oriented towards integrators and application developers. Allows to:
   a. Configure their building cartography in Situm Platform.
   b. Integrate a visualizer of the building cartography in other software, such as websites, kiosks and mobile apps.
   c. Capture anonymized data on user interactions with the viewer to generate usage reports.
2. Geolocation. This package is mainly oriented towards integrators and application developers. Allows to:
   a. Include geolocation & wayfinding in their own applications.
   b. Configure their building cartography.
   c. Store pseudo-anonymized device geolocations for real-time or historical analysis.
   d. Configure geolocation in Situm Platform.
   e. Generate reports based on geospatial data, such as heatmaps, trajectories and contact tracing based, among others.
3. Workforce Tracking. This package is mainly oriented towards organizations that wish to use geolocation in their workforce management processes. Includes all the Wayfinding functionalities, plus the possibility to:
   a. Create and manage users and organizations.
   b. Associate each device geolocation information to specific users.
   c. Create & monitor patrols.
   d. Generate, receive and analyse geolocated alarms.

The Situm Platform (regardless of the selected module) consists on the following components:

1. "Situm Dashboard". Web application offered as Software as a Service through the URL https://dashboard.situm.es that allows managing the venues where Situm's indoor positioning system will operate. It allows the configuration of the cartography of the buildings (maps, points of interest, circular geo-zones), the definition of navigation routes and the visualization of the internal and external positioning of the users in real time.
2. "Situm Backend". Set of auxiliary web microservices, accessible through an API, that perform: authorization and authentication, real-time geolocation reception, storage and dispatching, signal model training and calibration storage, user management, alarm management.
3. "Situm Android SDK". Android software module integrable in new or existing Android mobile applications that implements, among others, the functionalities of geolocation, navigation and access (read-only) to certain Situm Platform data.
4. "Situm iOS SDK". iOS software module integrable in new or existing iOS mobile applications that implements, among others, the functionalities of geolocation, navigation and access (read-only) to certain Situm Platform data.
5. "Situm Cordova SDK". Cordova plugin that allows the use of Situm iOS SDK and Situm Android SDK from multiplatform applications developed with Cordova technology.
6. "Situm React Native SDK". Cordova plugin that allows the use of Situm iOS SDK and Situm Android SDK from multiplatform applications developed with Cordova technology.
7. "Situm Flutter SDK". Flutter plugin that allows the use of Situm iOS SDK and Situm Android SDK from multiplatform applications developed with Flutter technology.
8. "Situm Capacitor SDK". Capacitor plugin that allows the use of Situm iOS SDK and Situm Android SDK from multiplatform applications developed with Capacitor technology.
9. "Map Viewer". Web based software that allows to visualize cartography configured in Situm Dashboard. Can be integrated into other software, such as websites, kiosks, and mobile applications. It's embedded in Situm SDKs, so integrators can choose to enable it.
10. "Situm API". Set of cloud APIs, offered as Software as a Service, that allow consumption and modification of certain the data stored in Situm Platform.
11. "Situm Mapping Tool". Android application that allows the configuration and validation of the Services in a building incorporated into the Situm Platform.
12. "Situm Industrial". Android application that allows the geolocation of vehicles in industrial environments.
13. "Situm MRM Dashboard". Web application offered as Software as a Service through the URL https://mrm.situm.es that has all the functionalities of Situm Dashboard, plus workforce management functionalities.
14. "Situm MRM App". Android mobile app that integrates Situm Android SDK and that it is able to locate mobile workers in real time, in connection with Situm MRM Dashboard.
15. "Situm Asset Location". Set of cloud services that compute and store the geolocation of Bluetooth Low Energy (BLE) devices that emit BLE signals. These signals are gathered and sent to the Situm Platform by BLE gateways.
16. "Situm docs & code examples". Technical and developer documentation, plus code examples. Available at https://developers.situm.es, https://situm.freshdesk.comh/https://situm.freshdesk.com and https://github.com/situmtech.ttps://situm.freshdesk.com and https://github.com/situmtech.

This description of the Services does not intend to be fully comprehensive, nor binding in any way. The Customer has at his disposal the technical characteristics of the solution through the URLs of Situm (https://situm.es, https://developers.situm.es, https://situm.freshdesk.com). In addition, the Customer has a Free Trial available for non-commercial uses through https://dashboard.situm.es. Through this free trial, the Customer has performed the necessary tests to validate that the solution provided meets it needs and requirements.

EXHIBIT B

Service Level Agreement (SLA)

DEFINITIONS

1. **Production issues**. Issues that arise from the use of the Services by the Customer or the Users not including those arising when: 1) performing tests or demonstrations carried out by the Customer, 2) during the process of venue configuration.
2. **Ticket**. Any inquiry that the Customer communicates to Situm regarding Production Issues.
3. **Call Back Time**. Duration time between the instant when the Client sends a Ticket to Situm and Situm responses back to the Customer to acknowledge the reception.
4. **Time to Remedy**. Duration time between the instant when the Customer sends a Ticket to Situm and Situm solves the problem by limiting its effects. The Customer can use a limited version of the Services at this point, but root cause of the error may not be solved in this stage. The remedy may cause restrictions in performance.
5. **Restoration Time**. Duration time between the instant when the Customer sends a Ticket to Situm and Situm carries the required actions to prevent the reoccurrence of the problem and/or any underlying causes of the problem. When a restoration is implemented, the system is restored to the state it was in before the problem occurred, and the problem root cause can be solved.
6. **Ticket Accumulated Delay**. Sum of all the delays incurred according to the expectations set in Table 2.
7. **Service Unavailability**. When the Services cannot be accessed or used due to no external connectivity being achieved.
8. **Monthly Downtime Percentage**. Percentage of time, in minutes, that the Service is unavailable during the month. The time in minutes that the Service is unavailable will be calculated as the total sum of Ticket Accumulated Delays of the tickets where the Customer reported the Service Unavailability. Monthly Downtime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion (defined below).
9. **Monthly Uptime Percentage**. Percentage of time that the Services are available, calculated by subtracting from 100% the Monthly Downtime Percentage.
10. **Monthly Subscription Fee**. Equivalent fee that the Customer would pay if the Fee were to be billed monthly (computed by dividing the Fee by the number of months within the applicable Subscription Services Term).
11. **Daily Subscription Fee**. Equivalent fee that the Customer would pay if the Fee were to be billed daily (computed by dividing the Fee by the number of days within the applicable Subscription Services Term).

12. **Business hours.** Hours from 09:00 – 18:00 (Spanish time), Monday to Friday excluding Spanish public holidays.

SERVICE LEVEL COMMITMENT

Situm will use commercially reasonable efforts to make the Services available with a Monthly Uptime Percentage of at least 99.9%, in each case during any month. In the event Situm does not meet this commitment, the Customer will be eligible to receive a Service Credit as described below.

TECHNICAL SUPPORT COMMITMENT

Situm will use commercially reasonable efforts to respond to all Production Issues in a timely manner, in accordance with a support policy that meets at least generally accepted industry standards. The Production Issues covered by this SLA can have four priority levels.

PRIORITY LEVEL	DESCRIPTION
Critical	Production services down or major malfunction impeding business and majority of users in all the buildings are affected. Examples: 1. Cloud platform is down. 2. Users can not retrieve a location 3. Data losses
High	Serious degradation of Services performance or functionality, affecting business and a high number of users in several buildings. Examples: 1. Several cloud services are down. 2. Critical functionalities can not be accessed
Medium	Services issue that has moderate impact to the business or affects a low number of users in one or few buildings. Example: 1. Non critical functionalities malfunction or can not be accessed. 2. Critical functionalities can not be access but only affect a few users or buildings.
Low	Any other request not falling within the previous categories. Example: 1. Low impact bugs, feature requests, documentation requests 2. Technical guidance: use of Situm software, integration of Situm software, calibration & beaconing of new buildings, tips & tricks.

Table 1 - Issue Priority Level

In any case, demo buildings, test buildings or any other building where the Services are not being used in Productive Uses on a regular basis will not be considered for CRITICAL or HIGH issues.

Situm will use commercially reasonable efforts to respond and solve the Customer requests within the times specified in the following table.

	Support Availability	Call Back Time	Time to Remedy	Restoration Time
Critical	Business hours	2 business hours	4 business hours	5 business days
High	Business hours	4 business hours	1 business days	10 business days
Medium	Business hours	1 business days	5 business days	15 business days
Low	Business hours	Best effort	Best effort	Best effort

Table 2 – Support Availability times

SERVICE CREDIT

Although Situm will attempt to accomplish the Service Level and Technical Support commitments, it is possible that some issues experience delays in their resolution. In this case, Situm will grant a Service Credit to the Customer, which will be the sole and exclusive remedy of the Customer, and Situm's entire liability, in connection with the Services and Technical Support. The Service Credit will be calculated as a percentage of the Monthly Subscription Fee.

Service Unavailability Service Credit compensation

The Customer will be eligible to receive Service Credit if Situm fails to provide a Monthly Uptime Percentage greater than 99.9%.

Monthly Uptime Percentage	Service Credit
Less than 99.9% but equal or greater than 99.0%	5%
Less than 99.0%	10%

Table 4 – Service Credit according to the Monthly Uptime Percentage

In case of Service Unavailability of more than 15 consecutive days (Long Service Unavailability), Client will be entitled to receive a payback (Service Payback) for an amount equal to the number of consecutive days of Service Unavailability multiplied by the Daily Subscription Fee. In this case, the unavailability will start counting from the day the Customer has first reported it to Situm, or vice versa.

Service Payback Request

In case of Long Service Unavailability the Customer may contact with Situm in order to proceed with the Service Payback. The Service Payback shall be made, preferably, via an amending invoice.

Ticket Accumulated Delay Service Credit compensation

The client will be eligible to receive Service Credit proportional to the number and type of Tickets and their Ticket Accumulated Delays.

Priority Level	Service Credit for each hour of Ticket Accumulated Delay
Critical	0.2%
High	0.1%
Medium	0.02%

Table 4 – Service Credit according to the issue priority level

The Ticket Accumulated Delay will only take into account the time that can be attributed to Situm. The Customer will be responsible to provide as much information as possible regarding the Tickets, in order to allow Situm to solve them in a timely manner. In the event that the information provided by the Customer is incomplete, Situm will request the Customer all the required information. In this case, Ticket Accumulated Delay will not be computed from the instant when the Customer sends a ticket to Situm, but from the instant that Situm has all the required information to solve the issue.

Service Credit Request

In order to be eligible for the Service Credit, the Customer must contact Situm (support@situm.es) within 5 days of the end of the month, specifying:
1.   The words "SLA Credit Request" in the subject line
2.   The dates and times of each Ticket or Service Unavailability.
3.   The affected accounts

Service Credits granted by Situm will accumulate throughout the Order Term, and the Customer will have the right to use them as a discount that will be applied after the applicable Order Term on the subsequent payable Subscription Fee of those buildings/devices affected by the Issues. The maximum Service Credit issued to the Customer during a given month will be 30% of the Monthly Subscription Fee of the buildings/devices affected by the Issues in that month.

COMMUNICATION

For an issue to be attended in the terms of this SLA, the Customer should communicate it by sending an email to support@situm.es, and the subject of the email must respect the following format:

[Customer][PRIORITY] Description of the problem

where Customer should be the name of the Customer and PRIORITY one of the following: CRITICAL, HIGH, MEDIUM, LOW.

If an issue is categorized by the Customer as having a higher level than its real level (e.g a MEDIUM issue categorized as HIGH or CRITICAL, or a HIGH issue categorized as CRITICAL), Situm will re-categorize the issue at any moment. In addition, the Customer should be available to provide the information required by Situm to solve the issue in a timely manner according to its priority. In the event that the Customer fails to provide appropriate information in a timely manner, Situm mayu re-categorise the issue at Situm's own disposal. In any of these cases or any other involving a re-categorization of an issue, Ticket Accumulated Delay will not be computed from the instant when the Customer sends a ticket to Situm, but from the instant when Situm re-categorizes the issue.

SLA EXCLUSSIONS

This commitment contemplates, without limitation, the following exclusions:
1.   Incidents caused by factors outside of Situm's reasonable control, including any Force Majeure event, Internet access issue or related problems beyond the demarcation point of the Services.
2.   Incidents that result from any actions or inactions of the Customer or any third party, including installation or calibration/mapping errors, service misconfigurations, failure to abide to standard security practices, mobile device misconfigurations, and failure to abide to Situm instructions regarding the use or configuration of the services, among others.
3.   Incidents related or caused by the use of services, hardware or software not provided by Situm.
4.   Incidents that result from any maintenance as provided for pursuant to the Agreement.
5.   Incidents that result from operations outside the contracted quotas or outside limitations introduced by Situm due to Customer's suspected abusive behaviour.
6.   Incidents arising from our suspension and termination of your right to use the Services.
7.   Situm's blocking of data communications or other Service in accordance with its policies shall not be deemed to be a failure of Situm to provide adequate service levels under this Agreement.
8.   This SLA will not have effect in case of misuse of the support system by the Customer, involving any intended or unintended activity that disrupts Situm's ability to provide a quality support service. This includes, among others, actions such as the creation of multiple duplicated tickets (several tickets for the same issue), the incorrect categorization of issues, the creation of tickets for issues that can not be properly demonstrated, or the failure to provide Situm complete and accurate information required to solve the issues.

EXHIBIT C

Acceptable Usage Policy (AUP)

This Acceptable Use Policy ("AUP") outlines unacceptable use of the Services. This AUP is in addition to any other terms and conditions under which Situm provides the Services to you. Situm may make reasonable modifications to this AUP from time to time by posting a new version of this document on the Situm website at the current URL. Revisions are effective immediately upon posting. Accordingly, we recommend that you visit the Situm website regularly to ensure that your activities conform to the most recent version.

A. Unacceptable use

Situm requires that all customers and other users of the Service conduct themselves with respect for others. In particular, observe the following rules in your use of the Service:

1. Abusive Behavior: Do not harass, threaten, or defame any person or entity. Do not contact any person who has requested no further contact. Do not use ethnic or religious slurs against any person or group.

2. Privacy: Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without each holder's written permission. Do not cooperate in or facilitate identity theft.

3. Intellectual Property: Do not infringe upon the copyrights, trademarks, trade secrets, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.

4. Hacking, Viruses, & Network Attacks: Do not access any computer or communications system without authorization, including the computers used to provide the Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service. Do not take any action that imposes an unreasonable load on the Services and/or causes a Service degradation for you or any other user (where Situm reserves the right to determine what is reasonable or unreasonable).

5. Spam: Do not send bulk unsolicited e-mails ("Spam") or sell or market any product or service advertised by or connected with Spam. Do not facilitate or cooperate in the dissemination of Spam in any way.

6. Fraud: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.

7. Violations of Law: Do not violate any law.

8. Representation: Do not hold Situm or its affiliates up to public scorn or ridicule. Do not resell the Services, in whole or in part, to any entity or individual, without Situm's prior written consent. Do not misrepresent your relationship with Situm.

B. Consequences of Violation

Violation of this AUP may lead to suspension or termination of the Customers's account or legal action. In addition, the Customer may be required to pay for the costs of investigation and remedial action related to AUP violations. Situm reserves the right to take any other remedial action it sees fit.

C. Reporting Unacceptable Use

Situm requests that anyone with information about a violation of this AUP report it via e-mail to the following address: situm@situm.es. Please provide the date and time (with time zone) of the violation and any identifying information regarding the violator, including e-mail or IP (Internet Protocol) address if available, as well as details of the violation.

EXHIBIT D

DATA PROCESSING AGREEMENT

This Data Processing Agreement ("DPA") forms part of the Master Subscription Agreement (the "Agreement") between the Customer and SITUM TECHNOLOGIES S.L. ("Situm") to reflect the parties agreement in regards to the processing of Personal Data during the provision of the Subscriptions Services (the "Services") to the Customer and in accordance with the requirements of the EU Regulation 2016/769 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "GDPR").

In the course of providing the Services, Situm (hereinafter referred to as the "DATA PROCESSOR") may process Personal Data on behalf of the Customer (hereinafter referred to as the "DATA CONTROLLER") and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith. This Data Processing Agreement shall apply to the services provided by Situm as well as any future contracted data processing services, which Situm provides on behalf of the Customer and to all other activities in which employees of Situm come into contact with, or may come into contact with personal data controlled by the Customer, or when the possibility of this contact cannot be ruled out.

The definitions in Art. 4 of the GDPR shall apply to all the terms used in this Data Processing Agreement.

EXECUTION

This DPA consists of two parts: the main body of the DPA and the Annexes: Annex I "Scope of Data Processing", regarding the purpose and information about the processing of personal data on Situm Platform and Subscription Services (the "Services") and Annex II, about "The Sub-processors List".

Situm as a consequence of the provision of the Services detailed in the Agreement, will be able to carry out the processing of certain data owned by and responsibility of the Customer, and such Personal Data is subject to Data Protection Laws of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom (referred herein as "Customer Data").

By accepting the Agreement, the Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection laws and regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent SITUM processes Personal Data for which such Authorized Affiliates qualify as the DATA PROCESSOR.

Now, therefore, and in order to comply with the personal data protection legislation, and in particular, with the GDPR, the Parties agree to enter into this Agreement pursuant to the following:

TERMS

1. **OBJECT:**

The object of this Data Processing Agreement is to define the conditions under which the DATA PROCESSOR shall process the personal data necessary to provide the Services contracted by the DATA CONTROLLER in accordance with the provisions of Article 28 GDPR and other data protection legislation. This treatment will be carried out on personal data of which the DATA CONTROLLER is the owner in accordance with what is set forth in Annex I, for the provision of the Subscription Services, and provides to the DATA CONTROLLER.

2. **OBLIGATIONS OF THE DATA PROCESSOR:**

The DATA PROCESSOR shall process the personal data resulting from the provision of the Subscription Services in accordance with the following obligations:

- It shall limit its activities to those necessary to provide the contracted Service to the DATA CONTROLLER, as set out in the Agreement and their Annexes, these being understood as inseparables parts thereof.
  In particular, it shall at all times process the personal data in the manner set out in the instructions given to it by the DATA CONTROLLER, and as provided for in the applicable personal data protection laws, even with respect to the transfer of personal data to another country or to an international organization, unless it is obliged to do so by virtue of the European Union or Member State Laws applicable to the DATA PROCESSOR, in which case the DATA PROCESSOR shall inform the DATA CONTROLLER of that legal requirement before processing the data.
  If the DATA PROCESSOR considers that any of the instructions contravene the GDPR or any other European Union or Member States data protection legislation it shall inform the DATA CONTROLLER immediately.
- It shall not process any other personal data or apply or use the data for any purpose other than to provide the Services or use the data for its own purposes.
- It shall provide the necessary training in personal data protection to the personnel authorized to process the personal data.
- The DATA PROCESSOR shall keep a written register of processing activities in accordance with Art. 30 GDPR, containing:
  - The name and contact data of the DATA CONTROLLER and the DATA PROCESSOR and, as applicable, of the representatives of the DATA CONTROLLER and the DATA PROCESSOR, and, if necessary, of the data protection officer.
  - The processing categories established.

- o Transfers of personal data to other countries or international organizations, as the case may be, including the name of the country or international organization and documentation containing the appropriate guarantees.
  In the event of having to transfer personal data to another country or to an international organization, by virtue of any Union or Member State Law applicable to it, it shall notify to the DATA CONTROLLER that legal requirement beforehand, except if that Law forbids this due to important reasons of public interest.
  - o A general description of the technical and organizational security measures in relation to:
    - The pseudonymisation and encryption of personal data, when necessary.
    - The capacity to rapidly restore the availability and access to personal data in the event of a physical or technical incident.
    - The capacity to guarantee permanent confidentiality, integrity, availability and resilience of the processing systems and services.
    - The regular checking, assessment and valuation process regarding the efficacy of the technical and organizational measures to guarantee security during processing.
- It shall keep under control and safeguard the personal data supplied by the DATA CONTROLLER to which it has access during the provision of the Services and shall not disclose, transfer or any other way, communicate the data to any other persons, not even for conservation purposes.
- It shall provide support to the DATA CONTROLLER in implementing personal data impact assessments, when necessary.
- It shall support the DATA CONTROLLER in holding consultations with the control authorities, when necessary.
- The DATA PROCESSOR shall inform the DATA CONTROLLER of the requests of third parties to access, modify, erase or block data unless the laws applicable to the DATA PROCESSOR prohibit such disclosure. The communication will be made by email within 30 calendar days from receipt of the request. The same shall apply in the event of third party complaints or measures imposed by the competent supervisory authorities.
- The DATA PROCCESSOR has appointed a Data Protection Officer for the purposes of this DPA who could be reached at **dpo@situm.es**

3. OBLIGATIONS OF THE DATA CONTROLLER:

The DATA CONTROLLER has the following obligations:
- It shall warrant that the processing of the personal data, including the transfer itself, has been and will continue to be carried out in accordance with the relevant provisions of the applicable data protection law (and, where applicable, has been notified to the authorities of the Member State where the Customer is established) and does not violate the relevant provisions of that State.
- Will ask for the consent of the users previously to the treatment, complying the requirements established at GDPR and being the responsible of provide to the final users the information about the processing of personal data in accordance with article 13 GDPR.
- It shall deliver the data to be processed subject to the terms of this Agreement to the DATA PROCESSOR. The DATA CONTROLLER expressly exempts Situm from any responsibility in relation to the personal data that the Data Controller stores on its servers and/ or processes through the computer applications that are installed in its system.
- It shall supervise the processing, including the conducting of inspections and audits, and establish the instructions regarding the purpose of the processing. This DPA represents the DATA CONTORLLER's complete and final instruction to the DATA PROCESSOR in relation to Personal Data and that additional instructions outside of the scope of DPA would require prior written agreement between the parties. Instructions shall initially be specified in the DPA and may, from time to time thereafter, be amended, amplified or replaced by DATA CONTROLLER in separate written instructions.
- It shall make all the necessary preliminary consultations before the beginning of the processing.
- It shall analyze the risks that could arise from the processing service assignment and on the basis of that analysis, report to the DATA PROCESSOR of the technical and organizational measures to be implemented in order to provide the assigned processing service. Before and during the whole processing operation, it shall ensure that the DATA PROCESSOR complies with the GDPR.
  If necessary, it shall make an assessment of the personal data impact of the processing operations to be carried out by the DATA PROCESSOR.

4. SECURITY OF THE PERSONAL DATA:

The DATA PROCESSOR shall implement the security measures and mechanisms set out in Article 32 GDPR to:

- Guarantee the permanent confidentiality, integrity, availability and resilience of the processing systems and services.
- Rapidly restore availability and access to personal data in the event of a physical or technical incident.
- Regularly check, evaluate and assess the technical and organizational methods implemented to guarantee security in processing.
- Pseudonymisation and encryption of personal data, as required.

5. DATA SECURITY BREACHES:

The DATA PROCESSOR shall inform the DATA CONTROLLER without undue hesitation and in any case, within 48 hours, of any security breaches with respect to the personal data in its charge which comes to its notice, including relevant information for documenting and reporting the incident.
The DATA PROCESSOR shall provide at least the following information, if it has it:
- A description of the nature of the personal data security breach, including, if possible, the categories and approximate number of affected interested parties and the categories and approximate number of affected personal data records.
- The name and contact data of the data protection supervisor or another contact point where more information can be obtained.

- A description of the measures taken or proposed to remedy the personal data security breach, including, as necessary, measures taken to mitigate any negative effects.
- A description of the possible consequences of the personal data security breach.

If it is not possible to provide the information simultaneously, and if not provided simultaneously, the information shall be furnished gradually without undue delay, and in all cases, within 24 hours.

6. SUB-PROCESSORS:

The DATA PROCESSOR is only authorized to subcontract the provision of services entailing the processing's object to the Agreement, and with the companies identified at ANNEX II "the Sub-Processors list".

To subcontract with other companies, the DATA PROCESSOR must communicate it to the DATA CONTROLLER by writing, clearly and unambiguously identifying the sub-processor company and their contact information. Said subcontracting may be carried out in case the DATA CONTROLLER does not manifest its opposition within a period of thirty (30) calendar days.

The subcontractor, who also has the status of Data Processor, is equally bound to comply with the obligations established in this document for the DATA PROCESSOR and the instructions issued by the DATA CONTROLLER. The DATA PROCESSOR warrants that the new sub-processor will be subject to the same conditions (instructions, obligations, security measures,...), regarding the adequate processing of personal data and the guarantee of the rights of the people affected by the processing in accordance with article 28 of the GDPR.

7. INTERNATIONAL DATA TRANSFER:

The DATA PROCESSOR may not transfer or authorize the transfer of Data to countries outside the EU and/or the European Economic Area (EEA) without the prior written consent of the DATA CONTROLLER. If personal data processed under this Agreement is transferred from a country within the European Economic Area to a country outside the European Economic Area, the Parties shall ensure that the personal data are adequately protected. To achieve this, the Parties shall, unless agreed otherwise, rely on EU approved standard contractual clauses for the transfer of personal data.

8. AUDIT:

For the purposes of checking the level of compliance by the DATA PROCESSOR with the terms set forth in the applicable legislation and in this Agreement, the DATA CONTROLLER may request the performing of audits, alone or through an independent auditor authorized by the DATA PROCESSOR. The DATA CONTROLLER shall notify the DATA PROCESSOR through any channel of its wish to perform such audits at least thirty (30) working days before the planned audit date.

In this regard, The DATA CONTROLLER may ask the DATA PROCESSOR for the necessary information to evaluate its level of compliance, and, in particular, evidence of compliance with the provisions of the legislation applicable to the Agreement and with the terms of the present Agreement.

The DATA PROCESSOR shall cooperate diligently and facilitate access to and the obtaining of the necessary information in response to the needs of the DATA CONTROLLER. The evidence and documentation obtained during the audit shall be stored in a repository owned by the DATA PROCESSOR to guarantee the non-disclosure and security of the information, in keeping with the present state of technology. By way of example, and without limit, at the request of the DATA CONTROLLER, the DATA PROCESSOR shall provide the following information/documentation:

- The duly-updated certificates set out in Article 42 of the General Data Protection Regulation, in the event of obtaining such certificates as set out in Annex 1 of this PDA, and submission of the audit reports it is obliged to present in accordance with said certificates.
- In the event that the DATA PROCESSOR has declared its adhesion to Codes of Conduct, the data related to its adhesion.
- Certificates and standards held by the DATA PROCESSOR in relation to information security.
- Internal or external audit reports prepared by the DATA PROCESSOR regarding data protection and/or information security.
- Protocols, policies, manuals and procedures regulating the data processing activities of the DATA PROCESSOR.
- A list specifying the controls and indicators implemented in the information systems used by the DATA PROCESSOR.

If, as a consequence of the audit, the DATA CONTROLLER detects any breach, pursuant to current law and the terms of the present PDA, it may, at its sole discretion and depending on the gravity of the breach:

- Request the DATA PROCESSOR to remedy the detected breach immediately by preparing a correction plan which shall be implemented within a certain time not exceeding one month, and the DATA PROCESSOR shall provide the DATA CONTROLLER with evidence accrediting the resolution thereof.
- Proceed to the early termination of the Service as set out in the principal Agreement. In this case, the DATA PROCESSOR shall return to the DATA CONTROLLER the proportional part of the amounts received for all services not effectively provided.

9. OBLIGATION TO RETURN OR DESTROY THE DATA:

Once the provision of the service object of the Agreement has been completed, the DATA PROCESSOR undertakes to destroy any information that contains personal data and that has been transmitted by the DATA CONTROLLER for the provision of the Subscription Services. For this purpose, it will apply the appropriate measures to guarantee that the data incorporated to the different supports are irretrievable.

Once destroyed, the DATA PROCESSOR shall issue a certificate of destruction to the DATA CONTROLLER where the information, physical media and documentation destroyed will be related.

However, as foreseen in the previous paragraph, the DATA PROCESSOR may keep the data and information processed, duly blocked, in the event that liabilities could arise from their relationship with the DATA CONTROLLER.

After the expiration of the limitation period for the actions that led to the retention of data, the DATA PROCESSOR shall proceed with its destruction as described in the previous paragraphs.

10. INFORMATION OBLIGATION:
It is the responsibility of the DATA CONTROLLER to facilitate the right of information at the time of the data collection.

11. RIGHTS OF INTERESTED PARTIES:
The DATA PROCESSOR shall assist the DATA CONTROLLER in responding to the exercise of interested parties' rights, within 72 hours from the receipt, so that the DATA CONTROLLER may duly resolve said request.

12. RESPONSIBILITIES:
The DATA PROCESSOR agrees to fulfil the obligations established in this Agreement and in the applicable legislation, in connection with this processing service assignment.

Pursuant to the terms of Article 28.10 GDPR and other applicable data protection legislation, if the DATA PROCESSOR breaches the terms of the GDPR in determining the purposes and means of the processing, it shall be held responsible for the processing, with respect to such processing.

13. CONFIDENTIALITY OBLIGATION:
The obligation of secrecy and confidentiality arising from this DPA shall be binding on the DATA PROCESSOR during the Agreement term and shall, depending on the type of information, be extended for the maximum terms provided for in the applicable legislation.

The DATA PROCESSOR warrants that the persons authorized to process personal data expressly agree in writing to respect the confidentiality and to comply with the respective security measures which the DATA CONTROLLER shall issue in due time.

Authorized person refers to any person who, apart from the legal relationship with the DATA PROCESSOR, may have to the data to be processed, by any means.

The DATA PROCESSOR shall make available to the DATA CONTROLLER documentation accrediting compliance with the obligation established in the preceding sections.

14. PROTECTION OF THE PERSONAL DATA OF THE PARTIES' REPRESENTATIVES:
The personal data of the Parties representatives shall be processed, respectively, by the entities identified on the Agreement or on the complementary documents, which shall act independently, as the parties responsible for the processing thereof. Such data shall be processed in accordance with the rights and obligations set out in this DPA, without taking automated decisions that could affect these representatives. Therefore, the legal basis of the processing is to fulfil that contractual relationship, with this purpose to execute the Agreement.

The personal data shall be kept during the term of the contractual relationship established herein and shall be processed only by the parties and by those third parties who are legally or contractually obliged to communicate them (as is the case of third party service providers who have been entrusted with any service related to the management or execution of the Agreement).

The Parties representatives may, pursuant to the terms set forth by current law, exercise their rights of access, rectification and erasure of data, and establish restrictions on the processing of their personal data, object to the same or request the portability of their data by writing to each of the Parties at the addresses specified. In the event they are not satisfied with the response received from the Parties after previously exercising any of the above rights, they may submit a complaint to the Spanish Data Protection Agency or any other competent authority.

The Parties representatives may contact the Data Protection Officer of SITUM by sending an email to: dpo@situm.com

15. ENTRY INTO FORCE:
In case that this DPA were applicable to the Subscription Services, the DPA will take effect from the Agreement Effective Date until the end of Situm's provisioning of the Services to the Customer, including, if applicable, any period during which the Services may have been suspended and any post-termination period (namely 60 calendar days) during which Situm may continue providing Services for transitional purposes. The DPA will automatically expire upon the deletion of all Customer Data by Situm.

EXHIBIT E

This Mobile Device Management Contract ("MDA") is entered by and between THE CUSTOMER", and SITUM Technologies S.L. The CUSTOMER has agreed with SITUM the provision of its "SITUM PLATFORM" service by signing the Order Form.

In order to optimize the service of the SITUM PLATFORM, the CUSTOMER also wishes that some aspects of the customer

service of their corporate mobile devices be carried out by Situm, which shall be regulated by the following terms and conditions.

ARTICLES

FIRST. - DEFINITIONS

For the purposes of this contract, the terms set forth below will have the following technical meaning:

- o MDM System: Remote management system for mobile devices that allows remote configuration and management of the device on which the corresponding software is installed. In particular, SITUM will use the HEXNODE Software (Hexnode: https://www.hexnode.com/es/) to provide the MDM System service, as set forth in the sixth clause.
- o Mobile Devices: Smartphones provided by the CUSTOMER to those employees who are going to use the SITUM PLATFORM, according to the purpose set forth in Exhibit II.
- o Managed Device Place: refers to the storage capacity and functionalities necessary for the installation, configuration and operation of the MDM System on each device.

SECOND. - PURPOSE

This contract is complementary to the provision of the SITUM Services defined in the signed Order Form, being its aim the configuration and installation of an MDM System on the CUSTOMER's Mobile Devices for the following purposes:

- o Establish default settings in Mobile Devices that guarantee the proper functioning of the SITUM PLATFORM.
- o Ensure that the configurations pre-established by SITUM are not modified by other anyone from outside SITUM.
- o Ensure that the SITUM PLATFORM is running at all times on the devices to avoid interruption of the provision of the Service.
- o Allow SITUM to monitor the proper use of the tools provided to the CUSTOMER.
- o Allow SITUM to assist the CUSTOMER in the use of the SITUM PLATFORM, remotely managing the Mobile Devices if necessary due to:
    - CUSTOMER support request.
    - Preventive or reactive maintenance of Mobile Devices.

THIRD. - SCOPE OF APPLICATION

The complementary service MDM System will be limited to the Mobile Devices in which the SITUM PLATFORM is executed at the request of the CUSTOMER (Order Form). SITUM may supply the CUSTOMER the mobile devices compatible with the MDM System.

Concerning to the mobile devices, the following alternatives are included in the scope of this contract:

- o Sale to the CUSTOMER the mobile device that incorporates technical specifications that allow the optimization of the operation of the Situm Platform.
- o Temporary transfer to the CUSTOMER of the mobile device, and/or the beacons that were necessary in areas with low WiFi coverage.
- o Temporary and free assignment of the mobile device to carry out a Proof of Concept (PoC).
- o SITUM may provide technical advice to the CUSTOMER, in the case of the mobile device belong to the CUSTOMER.

The above alternatives may include the delivery of SIM cards, when the CUSTOMER does not have them. The provision of the MDM System service is limited to the CUSTOMER's facilities for which the provision of this complementary service has been contracted, and shall be limited to the Managed Place of the Device in the terms agreed by the Parties.

FOURTH. - ECONOMIC CONDITIONS

The economic conditions applicable to this MDM service will be determined in the corresponding Order Form signed between the Parties. The Order Form will also determine the possible economic conditions of the service referred to in the third clause of that contract, with respect to Mobile Devices and SIM cards.

FIFTH. - TECHNICAL SUPPORT

SITUM will provide the CUSTOMER with the technical support required by the MDM System, in order to allow the proper functioning of the SITUM PLATFORM.

SIXTH. - AUXILIARY APPLICATIONS

For the provision of the MDM Service, the installation of the "HEXNODE" application (https://www.hexnode.com/es/) will be required. The CUSTOMER is aware of and accepts the Terms of Use and Privacy Policy of HEXNODE.

During the term of this contract, SITUM will acquire the number of licenses necessary to provide the service on Mobile Devices, under the terms established in the Order Form.

The CUSTOMER exempts SITUM from any responsibility as a result of any deficiency in the provision of the service derived from the installation or use of the HEXNODE application.

SEVENTH. - SECURITY MEASURES

SITUM may include the following security measures into the Mobile Devices in order to ensure a correct MDM service:

- o Require a password.
- o A specific version of the operating system on the device.
- o Limit the number of wrong access attempts.
- o Limit the amount of time before the screen locks.
- o Lock the device or perform reset remotely.
- o Restore settings.
- o Kiosk mode: This allows you to block certain features of mobile devices.
- o Compliant and non-compliant applications – It allows to specify lists of compliant applications (that users can install) and non-compliant applications (that users cannot install).
- o Remote control: This allows you remote access to the device in order to verify its correct operation and modify configurations or running applications if necessary.
- o Geolocation of devices: This enables you to verify remotely the location of the device.

EIGHTH. - CUSTOMER RESPONSIBILITIES

The CUSTOMER undertakes to comply with the requirements of clause 7 of the SITUM MSA. In addition, the CUSTOMER undertakes to:

- o Do not use the SITUM software or any other technological resource for purposes other than those established in SITUM MSA and in the Order Form.
- o Follow the technical recommendations of the SITUM staff.
- o Do not manipulate the software, hardware or any technological resource provided by SITUM, which is necessary for the correct functioning of the SITUM Platform.
- o Make a reasonable use of the Mobile Devices and the technological resources necessary for the proper functioning of the services provided by SITUM
- o Not carry out actions that limit or undermine the proper functioning of the SITUM software.

NINTH. - VALIDITY

This contract will have the same duration as the Order Form signed between the parties, mentioned in Exhibit II, and will be renewed together with the Order Form, unless expressly communicated by one of the parties at least 1 month in advance.

TENTH. - SUPPLEMENTARY PROVISIONS

THE CUSTOMER declares to know and accept the general terms and conditions of contracting and service of SITUM regulated in the MSA. Any matters not provided by this this contract, shall be governed by the provisions of the MSA

ANNEX I

Scope of Data Processing

Subject-matter of data processing:
The subject matter of this Data Processing Agreement is the Personal data that the Customer provides to the Data Processor in order to carry out the Subscription Services. The main activities that provide the Services that may contain personal data are the following:
- The provisioning of the Services ("*SITUM PLATFORM" and "SUBSCRIPTION SERVICES"*) as established in the Agreement.
- The improvement of the Services, as well as the product and commercial strategy as a result of the use of the Services.
- Technical support and other inquiries pursuant to the Agreement and as further instructed by Customer in its use of the Services.

The Customer is the only responsible for the Information and undertakes any liabilities related to the Information and the personal data it may content. In this regard, the Customer warrants that it is able to carry out all the uses necessaries to the Data Processor. The processing that arise from the use of the Services is a result of the information that provides the Customer´s mobile devices for the User profiles. The information accessible through the Service can be grouped into this categories that includes the types of personal data:

- Data related to mobile device (Geolocation module only)
  - o Anonymized unique device identifier
  - o Detailed device model information, such as brand, model and information of the sensors (e.g. hardware and firmware versions)
  - o Operating system and battery level.
  - o Sensor data readings
  - o Information about nearby items, included Wi-Fi and BLE signal data
  - o Information about the mobile network, such as operator name, network type and signal quality.
  - o Location Data.
  - o Identifying information of the App: name, version and package.
  - o Identifying information of Situm SDK, including application version number.

- Data related to user´s web panel (all modules)
  - o Email address and password
  - o Operating system.
  - o Browser type and settings.
  - o Cookies, according to Situm cookies policy (https://situm.es/en/cookies)
  - o Contact information provided by the user: name, encrypted password, surname, email, mobile number.

- Other information (all modules)
  - o Buildings cartography, included the location, dimensions, floor plans, points of interest, events and navigation routes.
  - o Information about user interactions with Situm Services, including device IP, accessed URLs, bug reports, system activity and exact time of access.
  - o Logos, styles, visual themes

- User management data (Workforce Tracking module):
  - • Name and surname of the Users created under the module.
  - • Historical relationship of devices to which each User has been associated and name assigned to each device.
  - • Organization to which each User belongs and role of the User as specified in the Platform.
  - • Start and end time of work shifts.
  - • Work patrols and compliance analytics.
  - • Alarms generated by the Users, directly or indirectly.

Duration of data processing:
Data processing shall be carried out as long as the Services are provided and until the provisions set forth in clause 9 of the Data Processing Agreement have been fulfilled. This shall be subject to any rules that may require the Data Processor to apply longer data retention periods in order to fulfill legal obligations.

Purpose of data processing:
The Customer is interested in taking advantage from all the Service functionalities of the Subscription Services, therefore Situm will process the personal data as necessary to perform the Subscription Services pursuant to the Agreement. The Customer entrusts the processing of the Information that may contain personal data to the Data Processor, in order to allow an adequate use of the Subscription Services.

The processing operations performed on the personal data will depend on the scope of the Customer subscription Services and its particular configuration. Such processing operations as necessary to Situm to provide the subscription Services may include the following: collecting, recording, organizing, storage, use, disclosure, transmission, combining, retrieval, consultation, archiving and/or destruction.

Categories of Data Subjects:

The categories of data subjects whose personal data may be processed in connected whit the Subscription Services are determined and controlled by the Customer in its sole discretion and may include but not limited to:

- Prospects, customers, business partners and vendors of the Customer (who are natural persons and legal entities);
- Employees or contact persons of the Customer´s prospects, customers, business partners and vendors;
- Employees, agents, advisors, freelancers of the Customer (who are natural persons);
- Customer's Users authorized by the Customer to use the Services;
- Individuals who transmit data through the Services, including individuals collaborating and communicating with the Customer or Customer's end users;
- Individuals whose data is provided to Situm through the Services by or at the direction of the Customer or by the Customer's end users.

ANNEX II

"The Sub-processors List"

APPLE INC.	
CONTACT DETAILS:	https://www.apple.com/legal/privacy/en-ww/
PURPOSE OF PROCESSING:	iOS Library: Provider for the software integration and improvement of the Situm SDK service at iOS.
INTERNATIONAL TRANSFERS:	Apple can storage the data in any of its data centres and also, could transfer to internationals subsidiaries, including those based in United States.
GDPR COMPLIANCE:	Guarantees the compliance of the GDPR and the respect for the standard clauses approved by the European Commission that guarantee the application of safety measures regarding treatment. For more information visit: https://www.apple.com/legal/privacy/en-ww/ https://www.apple.com/legal/privacy/en-ww/governance/

MICROSOFT.	
CONTACT DETAILS:	http://www.microsoftvolumelicensing.com/DocumentSearch.aspx?Mode=3&Document TypeId=31 https://privacy.microsoft.com/en-gb/privacystatement
PURPOSE OF PROCESSING:	AZURE: cloud hosting provider, storages data and backup copies of SITUM PLATFORM. OFFICE365: webmail provider, used to send automatic emails to users (e.g. account verification/reco
INTERNATIONAL TRANSFERS:	Data transfers outside the European Economic Area are not contemplated by MICROSOFT. The data centre used by the AZURE service is located on the Western Europe region of Microsoft Azure: https://azure.microsoft.com/es-es/global-infrastructure/geographies/
GDPR COMPLIANCE:	Microsoft guarantees the compliance of the GDPR and the respect for the standard clauses approved by the European Commission that guarantee the application of safety measures regarding treatment. The standard clauses adopted by Microsoft has been approved by the Article 29 Working Party. Has also implemented the ISO/IEC 27001 and the ISO/IEC 27018. For more information: https://www.microsoft.com/en-us/trust-center/privacy/gdpr-overview

GOOGLE LLC.	
CONTACT DETAILS:	https://www.google.com/analytics/terms/es.html
PURPOSE OF PROCESSING:	Google Analytics: Aggregated analysis of the use of Situm Dashboard tool from the Situm Platform.
INTERNATIONAL TRANSFERS:	Google can storage the data in any of its data centres, including those based in United States: www.google.com/about/datacenters/inside/locations/index.html
GDPR COMPLIANCE	Google complies with certain data protection legal frameworks, such as the EU-EE Privacy Shield frameworks and UE. Switzerland – USA. Google informs that the Data Controller for the data of users who have their habitual residence on European Economic Area or Switzerland is "Google Ireland Limited", unless otherwise is stipulated at the specific privacy agreement from a Service. In addition, Google stipulates that complies with standard clauses approved by EU Commission for the users of their business services, such as G-Suite and Google Cloud Platform. For more information related to the processing: https://privacy.google.com/businesses/compliance/?hl=es#!?modal_active=none

GOOGLE IRELAND LIMITED	
CONTACT DETAILS:	https://policies.google.com/privacy https://cloud.google.com/maps-platform/terms
PURPOSE OF PROCESSING:	Google Play Services- integration software provider that improves the service of Situm SDK & Apps at Android. Google Maps: Provide mapping services in: 1) Situm Apps using the Maps SDK for Android/iOS, 2) Situm Dashboard using the Maps Javascript API.
INTERNATIONAL TRANSFERS:	Google can storage the data in any of its data centres, including those based in United States: www.google.com/about/datacenters/inside/locations/index.html
GDPR COMPLIANCE	Google complies with certain data protection legal frameworks, such as the EU-EE Privacy Shield frameworks and UE. Switzerland – USA. Google informs that the Data Controller for the data of users who have their habitual residence on European Economic Area or Switzerland is "Google Ireland Limited", unless otherwise is stipulated at the specific privacy agreement from a Service. In addition, Google stipulates that complies with standard clauses approved by EU Commission for the users of their business services, such as G-Suite and Google Cloud Platform. For more information related to the processing: https://privacy.google.com/businesses/compliance/?hl=es#!?modal_active=none https://cloud.google.com/security/gdpr?hl=es

GOOGLE IRELAND LIMITED - Firebase	
CONTACT DETAILS	https://firebase.google.com/support/privacy https://firebase.google.com/terms/

PURPOSE OF PROCESSING	The following sub-services are used: - Crashlytics subservice. Register application events in order to debug issues and improve the Service. - Remote config. Notify users of a new application version available under certain circumstances, in order to help users to be up-to-date. - Google Analytics for Firebase. Aggregated analysis of the use of the Apps.
INTERNATIONAL TRANSFERS	Google will store the data in data centres located in the European Economic Area for residents of such regions. Please find the data centre locations at https://cloud.google.com/about/locations/ and https://www.google.com/about/datacenters/locations/index.html"
GDPR COMPLIANCE	Google establishes compliance with the protection standard of certain countries for the international transfer of data, such as the Privacy Shield for the transfer between the European Economic Area and the United States. Google informs that the Data Controller for the treatment carried out in the EU is "Google Ireland Limited", unless otherwise provided in a specific agreement. In addition, it guarantees compliance with the standard clauses approved by the European Commission, for more information you can visit: https://privacy.google.com/businesses/compliance/?hl=es#!?modal_active=none
FROALA	
CONTACT DETAILS	https://www.ideracorp.com/legal/froala#tabs-2
PURPOSE OF PROCESSING	Rich text editor for user input in forms. Situm is exempt from any responsibility regarding the information that the user states in these forms.
INTERNATIONAL TRANSFERS	Situm does not store any user data in Froala's servers.
GDPR COMPLIANCE	Idera, Inc. and its affiliated companies, in wich is included Froala, is committed to complying with the General Data Protection Regulation ("GDPR") as is stated at the "Froala Privacy Statement" https://www.ideracorp.com/Legal/Froala/PrivacyStatement
TINYBIRD DATA AND TECHNOLOGY SL	
CONTACT DETAILS	https://www.tinybird.co/privacy
PURPOSE OF PROCESSING	Increase our data processing capabilities in order to offer a better Service. In particular, broadening our analytics capacity in order to generate reports to the Client and improve our APIs.
INTERNATIONAL TRANSFERS	Tinybird will store the data in data centres located in the European Economic Area for residents of such regions..
GDPR COMPLIANCE	Guarantees the compliance of the GDPR and the application of safety measures regarding treatment. For more information visit: https://www.tinybird.co/privacy
MAPBOX INC. & MAPBOX INTERNATIONAL INC.	
CONTACT DETAILS	https://www.mapbox.com/legal/privacy
PURPOSE OF PROCESSING	Provide mapping services in Situm Dashboard and Map Viewer using the MAPBOX APIs.
INTERNATIONAL TRANSFERS	MAPBOX will store the data in data centres located in the European Economic Area for residents of such regions. Also, MAPBOX could transfer to internationals subsidiaries, including those based in United States as indicated at his DPA https://www.mapbox.com/legal/dpa/
GDPR COMPLIANCE	Guarantees the compliance of the GDPR and the application of safety measures regarding treatment. For more information visit: https://www.mapbox.com/legal/privacy. MAPBOX will apply the UE Standard Contractual Clauses for transfers of personal data from the European Union, the European Economic Area and/or their member states, the United Kingdom and Switzerland to countries which do not ensure an adequate level of data protection.
Fundación Centro de Investigación en Tecnoloxías da Información e as Comunicacións de Galicia (FCITICG)	
CONTACT DETAILS	https://citic.udc.es/gl/contacto-gl/
PURPOSE OF PROCESSING	The improvement of SITUM Services, as well as the product and commercial strategy as a result of the use of SITUM Services
INTERNATIONAL TRANSFERS	FCITIG does not perform international transfers.

GDPR COMPLIANCE	In order to comply with the provisions of the Data Protection regulation this company signed a contract with the requirements established in article 28 GDPR.
Functional Software, Inc. (SENTRY)	
CONTACT DETAILS	Virginia Badenhope, General Counsel, legal@sentry.io; *Address:* 45 Fremont Street, 8th Floor, San Francisco, CA 94105.
PURPOSE OF PROCESSING	Generation of anonymized error logs that occur in our Map Viewer, which help us detect them and improve our services.
INTERNATIONAL TRANSFERS	SENTRY is a Company located in United States. Also,SENTRY can storage the data in any of its data centres, including those based in United States.
GDPR COMPLIANCE	SENTRY guarantees the compliance of the GDPR and the application of the standard clauses approved by the European Commission that implements safety measures regarding of the treatment. For more information visit: https://sentry.io/legal/dpa/4.0.0/#onward-transfers-1