



SMART DATA SYSTEM
CLOUD IoT PLATFORM

**SmartDataSystem Platform Standard
Terms & Conditions
2022**

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1 Purpose

This Agreement concerns the provision of SmartDataSystem cloud platform services by Mycelium Networks SL to the Client within the general conditions specified in this document and the specific service conditions set out within the "SmartDataSystem - Service agreement" (Contract), which therefore forms an integral part of this Agreement.

2 Use of Services

2.1 The Client may use the services as specified in the "SmartDataSystem - Service agreement" document. Mycelium Networks SL will provide the Client with all necessary service specifications and procedures for the management and enjoyment of the services provided. In addition, Mycelium Networks SL may at any time revise these specifications and procedures to improve the quality of services provided. In this case, Mycelium Networks SL will inform the Client in advance by e-mail.

2.2 The Client will not have legal access to the Service if it is a direct competitor of Mycelium Networks SL, unless there exists a previous written consent by the latter. Additionally, it must not access the Service, or grant access to any third party, in order to supervise the availability, performance or functionality of the service, or for any other competitive purposes. In case of such an eventuality Mycelium Networks SL reserves the right to terminate the contract without refund for unused services.

2.3 Except otherwise specified within the "SmartDataSystem - Service agreement" document, the Client must not transfer the license, sublicense, assign, distribute, commercially exploit or make available to third parties the Service or Contents, in whole or in part; modify or make works derived or based on the services provided; mask or duplicate the services or devices; carry out any reverse engineering; access the Service to create competing products, software or services; create software, products or services using ideas, features, functions similar to the services offered by Mycelium Networks SL.

2.4 Mycelium Networks SL may at any time, through a written communication, ask the Client for a deposit or bank guarantee of an amount determined by Mycelium Networks SL. Such deposit or guarantee shall be used by Mycelium Networks SL to ensure payment of the services provided. Mycelium Networks SL may suspend active services requested by the Client, if the Client does not comply within 30 (thirty) days from the date of the request for deposit or bank guarantee, without prejudice to the payment of outstanding invoices. The services will be reactivated once the Client has complied, or after the Client has paid Mycelium Networks SL for all the costs incurred to suspend and reactivate the services.

3 Confidentiality of credentials and access codes

The access to the digital services provided by Mycelium Networks SL, which allows its management and enjoyment, is enabled through an identification code defined as "username" and a keyword defined as "password". The Client is required to keep the password confidential and with the utmost care, because he is the only and sole responsible for these access codes. The Client is therefore solely responsible for any damage caused to Mycelium Networks SL and/or any third party due to the breach of the above. The Client agrees to notify Mycelium Networks SL immediately in writing, by fax or mail of any theft or loss of the username and

password. In this case, Mycelium Networks SL will provide a new username and password for the management and enjoyment of the services provided.

4 Client responsibilities

4.1 The Client is solely responsible toward Mycelium Networks SL and/or third parties for the accuracy, quality, completeness, legality, reliability of data and content published on any service provided, identifiable as such through the username or IP address of the connection. Therefore, if the content violates or infringes a copyright, trademark, distinctive mark, patent, or other rights of third parties, the Client is the one and only responsible to the affected party.

4.2 The Client acknowledges that it is forbidden to use or allow others to use digital services provided by Mycelium Networks SL to make offenses against morality and public order or with the purpose of causing annoyance, offences or direct or indirect damage to anyone and violate the secrecy of private messages. In this case, Mycelium Networks SL may terminate the contract and claim compensation for incurred damages.

4.3 The Client shall comply with all laws and regulations relating to the services and/or products supplied. In addition, being responsible for any activity carried out on its account, it shall comply with all local, state, national or international laws and regulations relating to the use of the services.

4.4 In addition, it is forbidden to send or store material that contains software with virus, worms, trojans or codes, files, command sequences, harmful computer agents or programs; to interfere or affect the integrity or performance of the Service or the data it contains; or try to obtain unauthorised access to the Service or related systems or networks.

5 Mycelium Networks SL responsibilities

5.1 Mycelium Networks SL is committed to maintaining and ensuring a regular and continuous service. In the event that there is a need to suspend the service, in case of exceptional events or for maintenance, Mycelium Networks SL will attempt to resolve as soon as possible the interruptions and/or malfunction.

5.2 Under no circumstances shall Mycelium Networks SL be liable for any malfunction or interruption of the service as a result of failure of telephone lines and/or power lines of national and global networks; for natural causes of force majeure, which include but are not limited to: natural disasters, lightning, fire, explosions, weather events, vandalism; for breach of laws and regulations by the Client; for manipulation, misuse and/or improper use of services by the Client or any third party not authorized by Mycelium Networks SL; for the malfunction of the Client equipment. Mycelium Networks S.L. shall not be liable in any way to the Client or any party related directly or indirectly to the Client and/or any third party, for any damage, loss or expense incurred by the suspension of the Services unless it is due to the wilful misconduct or gross negligence of Mycelium Networks S.L.

5.3 Mycelium Networks SL may suspend the services at any time and without notice in the event of failure of its own or other operators' network or technical equipment or under the Public Authority request, due to complaints of improper use by the Client.

5.4 In no event shall Mycelium Networks SL's total cumulative liability for any claim exceed the amounts actually paid by the Client for the portion of the services giving rise to liability during the last 12 (twelve) months immediately preceding the filing of the claim.

6 Electronic Record

The Client acknowledges and accepts the existence of an electronic record storing all accesses to the service and any other electronic device related to the service, carefully generated and stored by Mycelium Networks, SL. The content of the electronic records is strictly confidential and is only used by network administrators to control possible violations of the systems security, and access to this record is only permitted in case of request by competent authorities.

7 Charges and payment of fees

7.1 The Client undertakes to pay all periodical fees and other charges for the services in the manner and on the terms specified in the "SmartDataSystem - Service agreement" document.

7.2 Mycelium Networks SL reserves the right to modify the service rates giving notice to the Client through electronic communication. These changes will be effective within 30 (thirty) days after the communication is sent, unless the Client terminates the service by sending a registered letter within 30 (thirty) days from the date of receipt of the mentioned communication. These changes will not affect services that have already been paid for, and will only come into effect if the client renew the service for another period.

8 Payment delays

In case of delay in the payment of the service fee, Mycelium Networks might request the Client to pay interest on late payments. In the event of total or partial non-payment, Mycelium Networks SL may suspend the provision of services, and they will not be restored until full payment of any overdue amount is received, it being understood that the Client shall reimburse Mycelium Networks SL for all expenses incurred by the suspension and reactivation of services. If the Client does not pay within 15 (fifteen) days after the suspension, Mycelium Networks SL may withdraw from the contract, without prejudice to other legal actions.

9 Modification of contractual conditions

Any modification to this agreement and/or the conditions specified in the "SmartDataSystem - Service agreement" document, must be formalized in writing.

10 Taxes

Any taxes related to this contract are at the Client's expense. Mycelium Networks SL reserves the right to change the price of the services as a result of changes in the tax regime. In this case, the Client has the right to terminate the contract by giving written notice, within 30 (thirty)

days of the date the Client is notified of the change. In any case, there will be no refund for unused services.

11 Express termination clause

11.1 In case of breach of the provisions set out in the Articles 2, 3, 4, 7, 8 of this agreement and/or if the Client is insolvent, Mycelium Networks SL reserves the right to terminate the contract without reimbursement for unused services, and take appropriate legal action to claim compensation for damages suffered.

11.2 If the express termination clause applies, Mycelium Networks SL shall not be obliged to preserve, retain or send the Client's data and may delete it.

12 Intellectual and industrial property

Mycelium Networks SL holds all industrial and intellectual property rights of the services provided, including, without limitation, the SmartDataSystem technology and service, its content, applications, the user interface, as well as any hardware device, wireless or not, and its underlying technology. This agreement does not imply a sale of any product, and does not grant the Client any ownership rights on the services provided by Mycelium Networks SL.

13 Duration of the contract

This agreement shall remain in force for the duration specified in the "SmartDataSystem - Service agreement" document, coming into effect on the date of the service activation and shall automatically renew (unless otherwise specified in the "SmartDataSystem - Service agreement" document), unless either party terminates these Terms by giving notice to the other party through registered mail within 30 (thirty) days prior to the expiration date.

14 Contract transfer

No service and/or contract can be transferred by the Client to third parties, free of charge or not, temporarily or permanently, without the written consent of Mycelium Networks SL.

15 Communications

Any communication related to this contract must be sent to Mycelium Networks SL, Customer Service address, C/ Marie Curie 8/14 - 08042 Barcelona – Spain or through the email info@smartdatasystem.es.

16 Matters not covered by the Agreement

To any matter not covered by this contract, Spanish law shall apply.

17 Privacy and data protection

The personal data provided by the Customer will be used only for the execution of the contract.

18 Jurisdiction

Parties submit themselves, for the resolution of any conflict, dispute and/or controversy and renouncing any other jurisdiction, to the courts and tribunals of Barcelona, Spain. If, for any reason, a competent court should declare any provision of this agreement or part thereof unenforceable or ineffective, the remainder of this agreement shall remain in full force and effect.