

## 1 - DEFINITIONS.

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

**Web application:** Any sequence of instructions or indications intended to be used, directly or indirectly, in a computer system to perform a function or a task or to obtain a certain result, whatever its form of expression and fixation. The interface is a Web browser, and execution occurs at the Application Services provider.

**Customer Data / Database:** Collection of data arranged in a systematic or methodical manner and accessible individually only by the customer through the Web application.

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

## 2 - SERVICE CONTENT.

-The service shall include:

a) Access through the Internet to the service, applications and contracted users, using a browser and allowing access through the use of an access key, for each of the users, these keys will be provided by IMTLazarus.

b) Access to the support service within working hours, according to the IMTLazarus work schedule. In the event that an IMTLazarus Authorized Distributor invoices the provision of services, the services listed in this clause will be provided directly by the Authorized Distributor.

c) The client will receive, for information only, the text of the news related to the contracted service and a brief summary of the content of the same, being used for this purpose as a channel of communication exclusively the electronic mail.

IMTLazarus is not responsible for the information provided, as the only texts that are valid are those published through the web [www.imtlazarus.com](http://www.imtlazarus.com).

d) Administration of the Internet Server system: including its updates.

-The following shall not be included in the service lease agreement:

a) The adaptation of the Web application, the special circumstances of the Client or the new needs arising with the use.

b) The incorporation of the necessary elements to adapt to the technological evolution in the user's device: latest versions of operating systems, Internet browser, Internet connection, etc.

c) Travel expenses of technicians, if agreed as a result of the provision of the service.

d) The tasks necessary to restore the previous situation resulting from incorrect operations by the Customer or third parties that cause loss of information, destruction or disorganization of the data.

e) The correction of anomalies that are not causally related to the service.

### 3 - DESCRIPTION AND CONDITIONS OF ACCESS TO THE SERVICE.

- a) Access conditions: The customer will receive the access data in order to use the service. In addition, the customer will have a code and an additional key to manage the data of his client account, such as assigning access rights to users, consulting access logs, etc.
- b) Users may, through the Web application, process all data provided in accordance with the above clauses, and may perform all calculations and processes related to this contract.
- c) You may not license, sublicense, sell, resell, transfer, assign, distribute, otherwise commercially exploit, or otherwise make the Service or Content available to third parties.
- d) The client may not modify the service or content or perform any work derived therefrom.
- e) The information in the database of the IMTLazarus web service shall belong exclusively to the customer.

### 4 - WARRANTY, CIVIL LIABILITY AND CONFIDENTIALITY.

- a) The Web service provided via the Internet may be subject to failures in the server, Internet and other software infrastructures installed on the client's device from which they connect to the service.

Such errors may also be caused by the large number of different cases and the need for the Customer to use the service immediately, so that there is not a sufficient period of time between the publication of the standard and its incorporation in the new versions, to test all the possibilities or case studies.

IMTLazarus. It guarantees the free correction, for the customers that have subscribed the present service contract, of all those errors demonstrable in a reliable way that are communicated to him. The corrections will be automatically incorporated and therefore made available to customers in the Web application.

- b) The alteration of the speed and quality of communications is also not attributable to IMTLazarus.

- c) In any event, IMTLazarus shall not be liable for any damages, which are not solely and exclusively attributable to IMTLazarus, or for any loss of profits or losses made by the customer.

For this reason, it is under the responsibility and due diligence of the client to contract the insurance policies that it considers necessary to cover the situations mentioned above.

- d) IMTLazarus is bound for an indefinite period of time to maintain secrecy and the strictest confidentiality of all information, owned by the Customer, to which it has access as a result of this contract.

- e) IMTLazarus without the prior express consent of the Customer, will refrain from any activity whether it is reproduction, use, conservation, modification or any other type, with the information received, property of the Customer, for purposes other than the strict performance of this contract.

- f) In no case may third parties access the data, owned by the customer, to which IMTLazarus has access, without the express consent of the Customer.

- g) Outside the above provisions, the liability of IMTLazarus for attributable damage directly to the contracted service provision will be limited to the initial fee price for registration and equivalent fees to the period of one year.

h) In any case the user accepts that the contracted service is a tool intended to complement, but not to replace the human work, for this reason it is the obligation of the user to carry out a sampling on the results obtained with the use of the application. In the event that the user detects an error, he must inform the company IMTLazarus who will solve it free of charge for those customers who have signed the maintenance contract. The Customer will be solely responsible for the proper functioning of its equipment and systems, and cannot assign any responsibility to IMTLazarus for these reasons.

### 5 - FORCE MAJEURE.

Neither party shall be liable to the other party or third parties for damages or losses resulting from the delay or impossibility of performance of its legal or contractual obligations, in the event of any unforeseen or foreseeable circumstances occurring, it would be unavoidable beyond their control.

In relation to the use of the IMTLazarus service does not guarantee:

- a) That it will always be secure, timely, uninterrupted, error-free or will work in combination with any other hardware, software, system or other data.
  - b) That will meet the requirements or expectations of the Client.
  - c) That the data stored shall be accurate and reliable.
  - d) That the quality of products, services, information or other material acquired or obtained by the Customer through the SaaS service shall meet the requirements or expectations of the User.
  - e) That the service/s provided by other telecommunications operators, which makes the IMTLazarus service available, will not have defects or other harmful components.
- IMTLazarus services may be subject to limitations, delays and other issues inherent to Internet use. IMTLazarus shall not be liable for damage resulting from such incidents.

### 6 - PROTECTION OF PERSONAL DATA.

#### PROCESSING OF CUSTOMER'S PERSONAL DATA.

The service allows you to enter your own documents and information, which belong to and are the sole responsibility of the customer. IMTLazarus as an application service provider, has the obligation to comply with the obligations under the LOPD and the applicable legal regime.

#### CLOUD COMPUTING.

IMTLazarus or, where applicable, its Providers, to provide cloud computing services may involve access to personal data. It is a mixed mode of cloud computing, a private cloud, where independent networks are created for customers within a high availability platform.

A SaaS service (As a Service Software Service Model) is offered to customers through IMTLazarus.

To provide the service IMTLazarus has subcontracted part of it with several suppliers.

### 7 - LIABILITY OF THE FINAL CUSTOMER.

a) Facilitate maintenance work. The Client will provide access and keys to the IMTLazarus specialists to their web application pages during the term of this contract, in order to facilitate the contracted support services.

b) The customer shall be responsible for all activities carried out with their user accounts and their use. For this reason, the customer will be solely responsible for the accuracy, quality, integrity, legality and reliability of his data, as well as for the intellectual property or the right to use them, and IMTLazarus will in no case be responsible for the deletion, correction, destruction, damage or loss of customer data or that such data has not been saved. Upon termination of the contract for a justified reason, the Customer shall immediately lose the right to access and use the contract data.

IMTLazarus shall not be obliged to retain or send such data. IMTLazarus reserves the right to retain, delete and/or discard the Customer's Data without prior notice if there is any breach by the customer, including without limitation, non-payment.

### 8 - DURATION OF THE LICENCE CONTRACT, SUSPENSION OF THE CONTRACT.

This contract will be valid for one year or two years according to the option chosen by the Customer during the purchase/subscription process.

In case of non-payment of any term or fee issued by IMTLazarus at the expense of the client, IMTLazarus is authorized, to suspend the contracted service, without the need of any prior communication, until the client does not pay the outstanding amounts. Therefore, for the duration of the default situation IMTLazarus will not be obliged to provide the contracted service.

### 9 - TERMINATION OF THE LICENCE CONTRACT.

This contract shall be terminated for the general reasons established by law and in particular for failure to comply with the obligations set forth therein.

Once approved the project will not accept the cancellation of the project. The client can make use or not during their stay.