

This document entitled the “Terms and conditions of the TELANTO Academic Business Cloud & Network” sets out the general terms and conditions (hereinafter the Terms and Conditions or T & Cs) of the company TELANTO ESPAÑA, S.L., head office: C/ San Joan de La Salle, 42, 2, 08022 Barcelona (Spain), listed in the commercial register of Barcelona, volume 45152, folio 13, page B 478486, record 1.

They are applicable to all contracts concerning access to the TELANTO Academic Business Cloud & Network (hereinafter the ABC or ABN) for companies, educational/academic institutions and partners in the broadest sense (hereinafter the Customer, if not further specified).

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## **Section 1: Academic Business Cloud (hereinafter the ABC) / TELANTOs Technology platform**

### **Clause 1: Preamble**

- a) TELANTO is manufacturer and rights holder of the application TELANTO Academic Business Cloud (ABC) (hereinafter referred to as "**Application**").
- b) The Customer intends to use the Application in his organisation.

### **Clause 2: Services Provided by TELANTO**

- a) As soon as the Customer has paid the price specified in the **subscription plan**, TELANTO will provide the Customer with access to the Application in the form of direct access via the Customer’s login data.
- b) The Customer must notify TELANTO of any damage or defects to the Application or secondary services, losses in the course of delivery,

wrong delivery or incomplete delivery immediately upon detection via e-mail to [support@telanto.com](mailto:support@telanto.com).

- c) The Customer will have access to the Application 24 hours a day, seven days a week for the duration of the contract with an average annual availability of 95%. For the purpose of this contract, a defect is considered to be present once the availability falls short of that specified above. The Customer's connection to the Internet is not the subject of this contract, but it is a requirement for using the Application; this also applies to the provision of adequate hardware and software (operating system, browser, office applications etc.) to the users. TELANTO shall inform the Customer 15 days in advance of any planned periods of unavailability.
- d) Any maintenance of and updates to the Application will be made at TELANTO's discretion. For the Customer these may entail reasonable changes to the way the Application functions.
- e) TELANTO shall provide the Customer with support for using the Application via [support@telanto.com](mailto:support@telanto.com).

### **Clause 3: Customer's Entitlement**

- a) TELANTO grants the Customer the right to use the Application exclusively via the user accounts made available to him, specifically in that the user accesses the Application only with the login data provided to the Customer by TELANTO via adequate communication systems.
- b) The aforementioned Customer's user authorization is non-exclusive, non-transferable and is limited to the duration of this contract. This authorization to use the Application ceases automatically with the cessation of this contract.
- c) The Customer's right of use is set out as follows:
- d) The use of the Application via the user accounts set out in the respectively chosen subscription plan and role. The number of user accounts may not be extended through virtual environments or other technologies (e.g. Thin-client or Cloud solutions).
- e) Separation of Applications and Data: The Customer remains owner of the data that he inputs in order to use the Application. The Customer's data will never be transferred to TELANTO (see also the data protection regulations in this contract).
- f) TELANTO assumes the backup of data up to 90 days. The Application remains on TELANTO's servers (which are leased for this use or provided by the Customer). The Customer may not generate backup copies of the Application.
- g) Each person authorized to use the Application (authorized user) shall be authorized and identified by an individual username (user account) and password. The authorized user's obligation to keep the password confidential is exclusively the responsibility of the Customer. In the event

that the Customer has reason to believe that an authorized user has not kept his username and password confidential, the Customer must inform TELANTO immediately (via e-mail at the following address [support@telanto.com](mailto:support@telanto.com)).

- h) Each authorized user may only use his own user account himself and solely for the purpose of completing his own tasks at the company or for tasks or teaching activities at the university or other educational institute. The use of a user account by multiple persons, even if these do not use the account simultaneously is not permitted. A user account that has been allocated to an authorized user cannot be transferred to other persons. In exceptional cases, such as prolonged illness, retirement or secondment of the person in question, the Customer has the right to request that the user's account be replaced with a new user account to be allocated to a new authorized user.
- i) The Customer will inform TELANTO immediately of all changes to its organizational structure that are relevant to this contract as well as to the number or allocation of user accounts. The number of user accounts may be increased at any time by means of a new corresponding contract for this number of user accounts. If TELANTO ascertains that the Customer has increased the number of user accounts without the relevant authorization or deployed these in an unauthorized manner, TELANTO shall invoice the Customer for the additional user accounts in accordance with the corresponding applicable licensing model.
- j) Specifically, the Customer's right of use does not include:
  - k) The use of or entitlement to the Application's operating software.
  - l) The use for any purpose other than that specified in this contract, including any purpose outside of the Customer's business or academic activities.
  - m) Changes or adjustments to the Application.
  - n) The generation of copies, duplicates or reproductions of the Application is not permitted.
  - o) The letting, leasing, sale or any other paid or unpaid divestment, transfer or relinquishment of the rights of use is not permitted.
  - p) TELANTO remains owner of the Application and any and all intellectual property associated therewith. The Customer is not and shall not become the owner. This also applies in the event that possible extensions or adjustments are made to the Application at the Customer's request, even if these are substantial. A separate explicit written contractual regulation is required in order to transfer the ownership of the Application or intellectual property in individual cases.
  - q) TELANTO reserves the right to extend or reduce the rights of use in consultation with the Customer based on a separate explicit written contractual regulation. Without this separate contractual regulation, any violations of the usage restrictions as well as unauthorized extensions of use constitute grounds for immediate cancellation without notice by

TELANTO. In this case, TELANTO reserves the right to suspend the Customer's authorization immediately and to block the Customer's access to the Customer's data.

#### **Clause 4: Audit**

TELANTO reserves the right to verify that the Customer is acting in accordance with the usage restrictions and other contractual conditions, specifically which particular individuals (authorized users) are using the access data (user account) provided by the Customer when and to what degree and purpose, or to have this verified by an external expert (audit). For this purpose, TELANTO may create log files and user records and may request information (e.g. concerning the tasks or syllabus of individual authorized users) from the Customer and third parties about what kind of activities could be expected from a certain user.

#### **Clause 5: Warranty and Standard of Liability**

- a) TELANTO agrees to resolve defects reported by the Customer within a reasonable period of time; price reductions are excluded. The burden of proof for the existence of defects rests with the Customer. TELANTO shall decide whether defects are to be remedied by adjusting the Application or by delivering a replacement. In the event that neither is possible or reasonable for the Customer, the Customer has the right to withdraw from and rescind this contract. The Customer's right to withdraw from and rescind this contract and his right to a price reduction does not apply if the defect is negligible.
- b) TELANTO shall not be liable for defects and damages that arise through use of the Application for purposes other than the purpose specified in this contract (including adjustments made to the Application without TELANTO's permission or failure to carry out maintenance or updates induced by TELANTO). Such defects or damages are exclusively the responsibility of the Customer.
- c) TELANTO shall exercise the due care and diligence of a prudent businessman in its own affairs. TELANTO shall only be liable for significant damages, which arise intentionally or due to gross negligence on the part of vicarious agents or legal representatives. This regulation does not apply in the event of loss of life, physical injury or damage to health or in the event of an expressed assumption of a guarantee or agreement as to the condition of the Application. The burden of proof for damages rests with the Customer (reason and amount).
- d) The Customer's claim to damages with regards to content is limited to the recovery of data. Should this not be possible, the damages shall be pecuniary.
- e) The claim to pecuniary damages is limited to the amount of €300,000.
- f) The Customer is aware that TELANTO has taken out a liability

insurance policy. The Customer agrees that possible damages claims are first and foremost to be claimed from this insurance and TELANTO is released from liability if the Customer (i) receives compensation for the damages from the insurance or (ii) TELANTO has assigned the Customer's claims to this insurance. In the event that the damages are greater than those covered by the insurance policy, TELANTO shall nevertheless only be liable for the amount specified in paragraph e).

#### **Clause 6: Force Majeure**

- a) TELANTO is released from its duty to deliver under this contract if and when the non-performance of services is due to the occurrence of circumstances of force majeure following the conclusion of the agreement.
- b) Examples of force majeure include war, strikes, unrest, expropriation, substantial changes in law, storms, floods and other natural disasters, as well as other unforeseen circumstances (leaks, power outages and blackouts, or the destruction of media cables).
- c) In the event of a force majeure, each Party is obliged to inform the other Parties immediately and in writing.

#### **Clause 7: Data Protection and Data Security; The Rights of Third Parties**

- a) Notwithstanding clause 8 the responsibility for compliance with data protection laws rests exclusively with the Customer.
- b) In the event that TELANTO conducts data processing on behalf of the Customer, the following applies:
- c) The Customer is and remains both the owner of the data as defined in general by the contractual relationship and the responsible Party as defined by article 3 d) in the Organic Law on Data Protection (Ley Organica 15/1999 de Protección de Datos de Carácter Personal, LOPDP) or article 4.7 of the higher ranking European Regulation (EU) 2016/679. The Customer is the sole authorized Party with regard to the power of disposal and the ownership of all customer-related data (input data, processed, saved data, output data). TELANTO undertakes no verification of the data and content saved on behalf of the Customer as regards the legal permissibility of its collection, processing and use; this responsibility rests exclusively with the Customer. TELANTO is only authorized to process or use the customer-related data in accordance with the Customer's instructions (e.g. to comply with deletion and blocking obligations) and within the framework of this contract; specifically, TELANTO is not authorized to make customer-related data available to third parties in any way without obtaining prior written permission from the Customer. This also applies if and when there is an alteration or addition to customer-related data. However, TELANTO is authorized to process and use the Customer's data within the framework

of what is legally permissible in accordance with privacy protection regulations during the validity of this contract (e.g. account data for the purpose of invoicing for services provided to the Customer).

- d) TELANTO shall process the Customer's data for the exclusive purpose of using the Application.
- e) TELANTO shall delete all data, which is exclusively owned by the Customer, upon the cessation of the contract, log files being provided on request.
- f) Should TELANTO provide support or advice during the installation or operation of the Application, TELANTO agrees to conclude a separate confidentiality agreement with the Customer at his behest.
- g) In the event of a data protection violation by any user, other than TELANTO employees, the Customer agrees to release TELANTO entirely from any claims resulting therefrom irrespective of type or amount. Should TELANTO obtain knowledge of a data protection violation, TELANTO shall inform the Customer.
- h) The Customer is exclusively responsible for ensuring its customer-specific requirements comply with data security and data protection and for the adherence to the statutory or customer-specific retention periods. This also applies to the protection of the Customer's IT systems from viruses and malware etc. The Customer shall only provide TELANTO with data, which has been backed up by the Customer beforehand.
- i) Should the Customer obtain knowledge that the Application has infringed upon the rights of third parties, he shall inform TELANTO immediately and in full.

### **Clause 8: Separate User Agreements**

With regard to the following data, TELANTO may agree with each authorized user (individual) how to handle their personal data, specifically how long this data is stored after the duration of this contract and to whom and under what circumstances this data may be passed on: the person in question's contact details; their curriculum vitae in full or in part; assessments, participation in and certificates of attendance for *challenges* and other qualifications, including those received from other user accounts and authorized users as well as those issued to others.

### **Clause 9: Content-related Responsibility and Other Rights of Third Parties**

Notwithstanding the preceding clause, use of the Application does not constitute the transfer of any rights to TELANTO. For its part, TELANTO does not assume any responsibility for the content (discussions, files, articles, proposed solutions and other data) entered into the Application by the Customer or individual authorized users. Specifically, the Customer is solely responsible for ensuring his users comply with copyright, personality rights

(right to publicity, privacy, honour, dignity etc.) and other rights of third parties.

#### **Clause 10: Final Provisions**

- a) The Parties undertake to keep all information in connection with the conclusion and execution of this contract confidential.
- b) This contract and its interpretation shall be subject to Spanish law. Place of performance is the company's headquarters. The place of jurisdiction is Barcelona.
- c) To be effective and valid, all amendments or supplements to this contract must be made in writing.
- d) TELANTO is authorized to commission affiliated companies, service providers and subcontractors to carry out activities within the framework of this contract, provided they comply with European data protection standards and it is ensured that these assume the same obligations towards the Customer or conclude a contract to this effect with TELANTO.
- e) The invalidity, nullity or unenforceability of any provision of this contract or of any provision subsequently added as part of this contract, as a whole or in part, at present or in the future, or a contractual loophole becoming evident, shall not affect the validity of the remaining provisions thereof. In place of the invalid, void or unenforceable provision or to close the loophole, that valid and enforceable provision shall be deemed agreed which comes as close as possible in a financial and legal sense to the original intention of the Parties or what would have been desired for the sense and purpose of this contract had they considered this point at the time of the conclusion of the contract. If the invalidity, nullity or unenforceability of a provision is based on a fixed measure of the performance or time (deadline or appointment), then the legally permitted measure that most closely approximates the original provision shall be deemed agreed.

### ***Section 2: Academic Business Network (hereinafter the ABN) / TELANTOs Community of Customers***

#### **Clause 1: The Global Academic Business Network**

- a) TELANTO has at its disposal a portfolio of courses or academic programs (hereinafter referred to as **course/s or Call for Challenges (C4C)**) taught by various educational institutions (universities, universities of applied sciences, business schools, vocational colleges, etc., hereinafter all referred to as **educational or academic institution/s**) whose academic responsables are in search of real-world business problems or assignments which they can set their students

(hereinafter **students**) as case studies, research projects, problems or academic challenges in the broadest sense (hereinafter simply referred to as **challenge/s** or as well referred to as **action learning**).

- b) TELANTO also has a portfolio of commercial companies (hereinafter **companies**) which have such challenges and wish them to be studied by students on one or more of these courses so that solutions to these *challenges* can be proposed by the students.
- c) Finally, TELANTO has developed and manages an internet platform known as the TELANTO Academic Business Cloud (ABC) (hereinafter the **platform**) for the matching, cooperation and joint tackling of such challenges. Data in diverse forms can be entered on this platform. In particular, text, image, audio and video submissions can be shared among users and files uploaded and stored (hereinafter the **submission/s** or **content**).
- d) The Platform is located and can be accessed via [www.telanto.com](http://www.telanto.com).
- e) The subject of this contract is on the one hand the matching of companies and courses so that the students on these courses can study and try to solve the companies' challenges, and also to make the platform available to all parties hereto as a tool for collaboration and group work.

In addition, these T&Cs govern the rights and obligations of other persons with granted access rights to the platform by TELANTO (hereinafter the **users**). Any reference made to ABC in this contract shall refer to the Academic Business Cloud, a form of licensing which enables the use of the platform without taking part in ABN and which may be the subject of a separate agreement.

## Clause 2: Calls for Challenges

- a) Any academic responsible of an academic program (e.g. a degree program, master's program, bachelor's program or vocational training) with access to the ABN who wishes to set a challenge for the students of their course can put out a 'Call for Challenge' (hereinafter **C4C** or, in plural **C4Cs**) on the platform at any time by completing the appropriate form.
- b) The number, scope and timing of C4Cs which an educational institution undertakes to put out within a given period is defined in the respective form within the ABC "create Call for Challenges. The academic responsible understands the binding nature of the information provided through the beforementioned form and to commit to the undertaking of the action learning program.

## Clause 3: Challenges

- a) A company with a problem, project or business idea which it would like to be studied by a course in the ABN may create a challenge at any time on the platform by completing the corresponding form. The form's rules

of logic must be met, it must be filled out completely, its structure must be observed, and the subject and description of the challenge must be phrased sufficiently clear and complete so that it can be studied and possibly solved without any additional information.

- b) A challenge can be specially created in response to a specific C4C. In this case, the company should endeavor as much as possible to adapt it to the C4C. However, a challenge can also be simply created unsolicited at the initiative of any company.
- c) The creation of a challenge is the sole responsibility of the company, even though TELANTO may be at liberty to support certain aspects of challenge identification, articulation and matching to an appropriate course. The responsibility of the company includes creating the challenge with sufficient lead time such that it can be evaluated, matched with courses, studied and possibly solved. TELANTO reserves the right to review challenges and if necessary to adapt them to the requirements contained in the first paragraph of this section.

#### **Clause 4: Matching**

- a) In a first 'evaluate to select' phase, the course leaders evaluate the challenges in the platform and choose those which they want to select for their students. Subsequently students may place preferences on admitted challenges to their course in the 'student bidding' phase.
- b) Educational institutions must ensure that their course responsible only select those challenges, which they can solve with the resources and time available to them. Companies may decide to place challenges in more than one educational institution to obtain more than one solution proposal or respectively inquire to obtain several solution proposals from a single educational institution and a respective course at the digression of the course responsible.
- c) At any time, particularly if a challenge has not been selected by any course, TELANTO can request the company to amend it. The company will try its best to adapt the challenge to the approved courses taking into account their academic level, number of students, course syllabus and other resources.
- d) TELANTO does not assume any responsibility for unmatched challenges, be it due to the insufficient definition of the challenge, that is not meeting a basic possibility for a match of an upcoming course, due to the rejection of the challenge by the course responsables during the 'evaluate to select' phase or the subsequent 'student bidding' phase.

#### **Clause 5: Solving**

- a) Once a match has been established and the solving phase begins, the students of the approved and assigned courses start studying the challenge. In principle, a challenge can be tackled by all the students on

a course. Teams can be formed to tackle challenges. In this case, the response of each team is considered a separate response to a challenge.

- b) Students shall document their progress by completing various forms provided on the platform. This contract prescribes neither the content nor form required for a final solution. Instead, the **solution** is simply considered to be the status of the aforementioned documentation at the respective point in time of the solving phase. The course responsables must support their students' progress to the best of their ability: they must teach, assist and encourage them by means of for example evaluations, grades, credits and consultations such that the final status of this documentation corresponds as far as possible to what the company may expect as a proposed solution to its challenge from a course of its respective level. Although the measures listed are to be exercised at the sole discretion of course responsables, they can accept no liability to the companies in this respect.
- c) The tasks of TELANTO in this phase are limited to enabling collaboration among students, professors, teachers and other authorized Users via the platform. This includes enabling access to all the users authorized in the sections below. It also includes providing assistance strictly limited to technical problems by responding to questions from users regarding the functions and correct use of the platform by email within 24 hours.
- d) In particular, the tasks of TELANTO do not include any assistance or services regarding academic or technical questions related to the specific challenges or concerning other submissions (content) on the platform.

### **Clause 6: Non-liability**

- a) By means of this platform, TELANTO provides the infrastructure for the ABN without assuming responsibility for the platform's content. This content is exclusively submitted to the Platform by educational institutions, companies and individual users at their own responsibility. Therefore, TELANTO bears no liability for the results gained by companies. Specifically, TELANTO accepts no liability for the final status of documentation (the solution), the quality of the solutions proposed by students or other users, their opinions, comments, responses or other communications, the validity or source of the data, ideas or suggestions submitted, the existence of third-party rights thereto, the correctness or feasibility of proposed solutions, or whether companies are satisfied with the results.
- b) The same exclusion of liability applies to the educational institutions. Their responsibility is limited to allowing and promoting the participation of the students of a course assigned to a challenge. In particular, they cannot be held liable for the quality of their students' submissions or their actual participation.

- c) Consequently, companies waive all claims for compensation from TELANTO, the educational institutions and other users, especially the students, for any loss or damage incurred as a result of the proposed solutions or other submissions on the platform, including loss or damage due to delay and or caused by the inability to find a match.

### **Clause 7: Quality control and publication of rankings**

For quality assurance purposes, TELANTO may conduct customer satisfaction surveys at any time among companies, educational institutions and other users, especially regarding customer satisfaction and quality of the submissions on the platform. The parties consent to receiving related requests for voluntary participation from TELANTO (but may withdraw their consent at any time). The results of these surveys may be published by TELANTO in whole or in part on the platform or elsewhere, particularly in the form of rankings or quotations. Although companies, educational Institutions and their courses may be named, individual users may not be named without their prior express permission.

### **Clause 8: Third-party rights**

Companies, educational institutions and other users of the platform undertake to respect the rights of third parties. In particular, they will refrain from posting data on the platform, which is protected by image, personality, trademark, copyright, patent or other third-party rights without the permission of the rights holders. TELANTO reserves the rights to block, amend, suppress or delete in whole or in part any content, which is conflictive in this regard. It reserves the same right regarding messages or comments that are likely to undermine personal dignity or honor, to discriminate against individuals, or which violate any code of conduct that TELANTO may post on the website.

Your attention is also drawn to Sections within these T&Cs regarding copyright of content and the parties' name and trademark rights.

### **Clause 9: Rights of use**

The right to use the platform is time-limited, non-transferable, and strictly limited to the functions provided by TELANTO at its discretion for the role of each user at any one time. These functions are subject to constant development and may be extended or restricted at any time. In addition, all rights of use are limited to the purposes and duration of this contract.

### **Clause 10: Additional User Agreements**

TELANTO can make access to the platform and to individual functions dependent on effective use as well as whether respective users grant their consent to the terms of use (hereinafter **User Agreements**), which include in particular aspects concerning data protection, confidentiality, rights of third

parties, conduct and netiquette, and can be amended at any time. The purpose of these user agreements is to ensure the viability of this contract as well as smooth, constructive collaboration throughout the ABN in accordance with legislation in force at the time and respecting the rights of the parties and third parties. TELANTO cannot be held liable for compliance with such user agreements.

#### **Clause 11: Mandatory use of the Platform**

- a) The use of the platform is mandatory to the extent that when the obligations under this contract are fulfilled (such as the creation of a C4C or challenge, or the documentation of learning progress or proposed solutions), only data submitted to the platform by the responsible user in the correct role using the right form is taken into account. In particular, emails, verbal communication, correspondence, documents, work pieces, images, records or other communications exchanged directly among the parties are not to be considered.
- b) Regardless of contractual obligations, the platform is also to be used exclusively and as extensively as possible in order to tap the full potential of the ABN for all participants.

#### **Clause 12: Information security and data protection**

- a) The personal data collected whenever any user is connected to the platform shall only be used for the purposes of this contract.
- b) Without prejudice to the provisions of the next paragraph TELANTO may not sell, share or otherwise disseminate users' personal data.
- c) Notwithstanding any contrary individual agreements, TELANTO may at its discretion make all submissions posted on the platform by the parties or individual users available to all eligible users at any time, or block them again, move them within the platform, and link them to other content. Once submissions have been posted, they may be made permanently available on demand to eligible current and future platform users. There is no entitlement to have submissions deleted or amended even after this contract ends. This applies in particular to challenges, C4Cs and proposed solutions once they have been defined.
- d) By contrast, TELANTO is not permitted to publish the content referred to in the preceding paragraph outside the platform.

#### **Clause 13: Intellectual and Industrial Property**

Submissions to the platform or participations in challenges don't alter any intellectual or industrial property rights or other rights. These rights remain with its owner, creator, author or person who may be entitled according to the applicable law.

However, to the extent that innovation outputs are enabled by the Companies, students agree to cede their IP-rights to the respective Companies. Innovations are to be considered enabled by a company, which provides necessary resources, such as the ideas or unique expertise of its personnel or access to research materials, data or equipment that are not available to the general public, so generally would not include money or non-proprietary materials.

By default, TELANTO gives platform access only to users who check (online) our user conditions, which include also the two foregoing two paragraphs. Individual user agreements can be mediated, without legal advice, by TELANTO, on request and subject to a separate contract and invoicing.

Unless otherwise agreed, explicitly and in written form, any assistance of TELANTO is limited to facilitate the communication between the involved parties. TELANTO doesn't give and isn't responsible for any legal advice.

#### **Clause 14: Use of names and trademarks**

- a) Companies, Educational Institutions and other partners shall allow TELANTO to introduce them on the Platform using their names, trademarks or other distinguishing features, notwithstanding the right of each holder of rights hereto to refuse concrete use at any time.
- b) Regarding the copyright of submissions on the platform, your attention is also drawn to the respective clause within these T&Cs.

#### **Clause 15: Confidentiality**

All information related to this agreement and resulting challenges, submissions and solutions will remain confidential and shall not be disclosed to other parties without the explicit permission of the owner of such submission, challenge or the solution.

By default, TELANTO gives platform access only to users who check (online) our user conditions, which include also a standard non-disclosure agreement. Individual user agreements can be mediated, without legal advice, by TELANTO, on request and subject to a separate contract and invoicing.

However, TELANTO has no control over and is not responsible for user activities.

### ***Section 3: Subscription Plans, Payment & Duration of contract***

#### **Clause 1: Subscription Plans**

- a) The access and usage of the Academic Business Network underlies the selection of subscription plans available for educational institutions

and companies as set out in the subscription plan pricing available on <http://www.telanto.com/subscriptions>.

- b) TELANTO reserves the right to make changes and additions to the subscription plans at any time. On-going contracts will not be affected until respective renewal after the contractually established time of subscription including a 3 months' notice unless requested by the Customer.

## **Clause 2: Fee, Payment Terms**

- a) The Customer shall pay TELANTO the fee specified in the subscription plans. In the absence of any other regulation, this payment is to be paid annually or monthly and in advance.
- b) The Customer shall bear any costs, including reminder costs and any other extrajudicial legal costs, incurred by TELANTO in connection with unpaid or late payment beyond 30 days on the part of the Customer and irrespective of other legal consequences such as those specified in the following clause.

## **Clause 3: Duration, Extension and Cancellation**

- a) The basic duration of this contract is one year (respectively one months for start-up companies with revenues smaller than 1 million euros turnover in their last fiscal year's exercise), beginning on the day it is signed.
- b) The contract shall be automatically extended for a year (respectively a month for start-ups) at a time, provided one of the Parties does not cancel the subscription with one month notice prior to the end of the contract. Start-ups are able to cancel subscriptions anytime towards the end of the respective one-month-period, for instance through the cancelation of the credit card payment online. The date on which the recipient receives the written cancellation is decisive.
- c) TELANTO reserves the right to temporarily restrict access or cancel the contract without notice as soon as the Customer fails to fulfil his payment obligations in accordance with this contract and a reasonable extension period of 10 days set by TELANTO has expired or the Customer is in default by more than one instalment.
- d) The right to termination without notice for cause shall remain unaffected.
- e) The Customer's rights of use and those of authorized users cease with the cessation of the contract, access data (user accounts) becomes invalid and TELANTO has the right to immediately terminate or deactivate the Application. This also applies in the event of termination without notice.

- f) The customers are in sole charge to manage their activities within desired timeframes and accept an automatic one year (Start-ups one month) contract renewal if a or several Call for Challenges is defined with timings beyond the contractual period and respectively the definition and admission of a or several Challenges in a course, which timelines go beyond the contractual period.

#### **Section 4: Closing Clauses**

##### **Clause 1: (Severability clause)**

If any provision of this contract is or becomes invalid or unenforceable, the parties hereto agree that the rest of this document shall remain in full force and effect. The invalid provision shall be replaced by the agreement which the parties would have reached from the outset had they been aware of this invalidity.

##### **Clause 2: (Applicable law and jurisdiction)**

This contract shall be governed by and construed in accordance with the Spanish law.

The place of jurisdiction is Barcelona, albeit without prejudice to other places of jurisdiction.

I have read the information and terms & conditions of use below and herewith accept them.

I have taken notice of the new Privacy Policy (<https://www.telanto.com/privacy-policy/>), amended in accordance with the GDPR, applicable as of May 25<sup>th</sup> 2018.