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- **3.3.2.** MESTRELAB will not be responsible for errors or damages caused by the use of the software inefficiently or in bad faith by THE LICENSEE or its employees, by the interaction of the software with any other software used by THE LICENSEE or its employees or by insufficient knowledge by THE LICENSEE or its employees of the subject to which the software refers. Supporting client hardware, server and network infrastructure is out of the scope of MESTRELAB'S obligations. Unless it exists a support contract, MESTRELAB's responsibilities in relation to maintaining the system working are limited to the licensed product, not including other software, hardware or network infrastructure of THE LICENSEE or other third parties.
- **3.3.3.** MESTRELAB will not be responsible for operational failures in any email addresses given by THE LICENSEE for confirmation of receipt of the order or payment.
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- **3.3.6.** THE LICENSEE expressly renounces any rights to claim any contractual or extra contractual responsibility for any damages derived of any of the causes outlined in clause 3.3 of this contract. In any case, MESTRELAB's liability if it were not to fulfil its commitments according to these General Terms and Conditions will be limited to the return of the payment made by THE LICENSEE for the specific user license to which the contract applies. In no case will MESTRELAB be liable for damages or loss of business derived from the use of the software.
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- **3.3.8.** THE LICENSEE expressly renounces any rights to claim any contractual or extra contractual responsibility for damages derived from any of the causes outlined or referred to in this clause.

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- **4.1. Payment.-** THE LICENSEE agrees to pay in advance, or otherwise according to the payment terms agreed by MESTRELAB, the full cost of the license requested in accordance with the prices and terms outlined in the form, the purchase order, the request, the accepted quote / offer or the ANNEXE 1 of these General Terms and Conditions and of any taxes applicable according to the fiscal location of THE LICENSEE.
- **4.2. Cancellation.** The license contracted admits the right to cancel while the payment has been made and the license or software has not been delivered, during a maximum period of 7 days from payment, as contemplated in the current legislation regulating consumers and users protection and remote sales. In any other case, there will be no right to cancel, due to the fact that the license to use the software is a product susceptible to be reproduced or copied immediately and these characteristics constitute in legislation an exception to general cancellation regulation.
- **4.3. Right to evaluate the software.** THE LICENSEE has the right to obtain an evaluation version of the software for a period of 45 days. On completion of this period and in order to continue to use the software THE LICENSEE must opt for the purchase of one of the license options outlined in the form, the purchase order, the request, the accepted quote / offer or the ANNEXE I of these General Terms and Conditions.
- **4.4. THE LICENSEE's responsibilities.** In any case, it will be THE LICENSEE's responsibility:
- **4.4.1.** THE LICENSEE assumes all risks of harm, deterioration, damages and loss of the products from the moment in which these are made available to THE LICENSEE.
- **4.4.2.** THE LICENSEE is solely responsible for the specific use given to the software to which the license applies.
- **4.4.3.** THE LICENSEE agrees to use the software in good faith and to comply with the restrictions of the license granted. THE LICENSEE will not undertake any illegal activities in the use of the license, and specifically will not copy the software, distribute it, modify it, reverse engineer it or transform it in any way including the prohibition to produce versions of the software licensed. THE LICENSEE agrees to not undertake any non-authorized use of the software.

#### 5.- PERSONAL DATA PROTECTION:

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MESTRELAB RESEARCH SL NIF: B15964521

Address: C/ FELICIANO BARRERA FERNANDEZ № 9 B BAJO CP15706

SANTIAGO DE COMPOSTELA E-Mail: info@mestrelab.com

# 5.2. Data treatment and safekeeping

We will use the data provided by you via this website, email or other contact method to follow up on your information or contact request, as well as to inform you on our products and services. If you have registered to make a purchase, the data will be used to invoice you and for our own records. We could not do either without your data and this is why we ask your consent to treat the data when you give it to us.

We will keep your data for the time period we are required to do so by our legal obligations. We will only give your data to a third party if legally obliged or to provide the service you have required us (for example, we use a third party to send our newsletter and another one to make our invoices). We do not use your data to create profiles or use third party information about you.

Mestrelab Research SL treats your data in confidentiality and uses adequate security measures to safekeep its database. We are not responsible for the inaccuracy of the data you have provided us, unless you have asked us to rectify them.

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- **5.4. Transfer of data.** Data are not transferred to third parties, except to third parties who act for or on behalf of MESTRELAB RESEARCH, S.L., for further processing in accordance with the purposes for which the data were originally collected, such as marketing, data management or technical support. MESTRELAB informs THE LICENSEE that, by agreeing to these General Terms and Conditions, THE LICENSEE gives consent to the necessary communication of its data for the processing of orders of the requested products, communication relating to the purpose of the introduction of the data and therefore relating to the free and legitimate acceptance of the contractual relationship existing between THE LICENSEE and MESTRELAB, which requires the connection of the data for its control, development and fulfilment, including the necessary transmission of the data, for which THE LICENSEE gives consent. In any case, the customer will be entitled to revoke this consent at any time by request to <a href="mailto:datos@mestrelab.com">datos@mestrelab.com</a>. This revocation may in some cases result in the impossibility to complete the purchase in which case THE LICENSEE will be appropriately informed.
- **6.- AUTHOR RIGHTS AND BRAND.-** MESTRELAB has all the rights, moral and commercial, over the software outlined in the form, the purchase order, the request, the accepted quote / offer or the ANNEXE I of these General Terms and Conditions. MESTRELAB has exclusive right to the commercial exploitation of its work in

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- 7.- TERMINATION OF THE CONTRACT.- MESTRELAB and THE LICENSEE will have the right to consider this contract terminated by any of the causes established in legislation and, in particular, by a breach of these General Terms and Conditions. In case of non-compliance by THE LICENSEE, MESTRELAB will have the right to exercise its right to terminate the contract with immediate effect and without notice in those cases in which such breach constitutes a violation of the intellectual property rights held by MESTRELAB over the software. In any other case of breach by THE LICENSEE, a notice period of 30 days will apply and THE LICENSEE will have no right to any kind of compensation. During this notice period THE LICENSEE will have the opportunity to remedy the breach to the satisfaction of MESTRELAB. Such termination does not preclude the right by MESTRELAB to legal action. In the case of breach by MESTRELAB, in accordance with these General Terms and Conditions, THE LICENSEE will have the right to terminate the contract with a notice period of 30 days.
- **8.- DURATION OF CONTRACT AND GEOGRAPHICAL SCOPE.-** The duration of the license is annual or perpetual (depending on the conditions set in the INVOICE) and without geographical limits unless otherwise specified in site, campus or corporate national licenses.
- **9.- JURISDICTION AND APPLICABLE LAW.** These General Terms and Conditions are set in the framework of the Spanish law and the parties agree to refer any controversies arising from these General Terms and Conditions to the courts at Santiago de Compostela. THE LICENSEE expressly renounces any other jurisdiction which could be applicable to THE LICENSEE.
- 10.- SEVERABILITY.- If any clause of these General Terms and Conditions was declared void, the remaining clauses will remain in force and will be interpreted according to the intention of the parties and to the purpose of these General Terms and Conditions. MESTRELAB will have the right to waiver any of the rights and faculties derived from this document. Such waiver will in no case imply any subsequent waiver unless otherwise admitted by MESTRELAB in writing. These General Terms and Conditions are displayed in English.

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Where the MESTRELAB software uses third party packages or services necessary to perform certain actions, and where these third-party packages require their End User License Agreement to be agreed to explicitly, these End User License Agreements are available in the License's folder in the installation programme. If you require MESTRELAB to provide you with a copy of such licenses prior to the acceptance of this license, please send an email to <a href="legal@mestrelab.com">legal@mestrelab.com</a>.

## ANNEXE I

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