ExxpertApps Online Agreement

(Terms and Conditions of Use)

(Version 3.1 - Last updated on October 31st, 2026)

The ExxpertApps Online Agreement (the "**Agreement**") describes the "Terms and Conditions of Use" ("**T&Cs**") under which Calvi Systems SL ("**Calvi Systems**" or "**We**"), with the main office at Calle Tramontana, 39-3C, 28223 Pozuelo de Alarcón (Madrid), Spain, offers access to its online enterprise application ("**ExxpertApps**") to provide services ("**Application Services**") through this website www.exxpertapps.com (the "**ExxpertApps Website**").

Applicability of this Agreement.

- This Agreement is between Calvi Systems and each individual ("**You**"), who accesses any of the Application Services on a transactional basis.
- This Agreement is also between Calvi Systems and any entity and its affiliates ("**Client**"), that has entered a written licensing and services contract ("**Order Form**") with Calvi Systems to access and use all or part of the Application Services.
- This Agreement is also between Calvi Systems and any business partner of Calvi Systems ("**Partner**"), who has entered a written business partner contract ("**Partner Agreement**") with Calvi Systems to promote ExxpertApps, provide ExxpertApps-based services, and access and use part or all of the Application Services.

Acceptance of this Agreement.

If You use the ExxpertApps Website or the Application Services, then You immediately agree to the T&Cs of this Agreement.

If you are a Client, you confirm that you agree to this Agreement and the Order Form (that was signed by You) the moment You click on the "I Accept" button in the window called "Acceptance of Terms & Conditions of Use" or any other window and button with the same name but in any other language.

If you are a Partner, you confirm that you agree to this Agreement and the Partner Agreement (that was signed by You) the moment You click on the "I Accept" button in the window called "Acceptance of Terms & Conditions of Use" or any other window and button with the same name but in any other language.

If you are entering into this Agreement on behalf of a Client or Partner and you are entitled to bind the Client or Partner to these T&Cs, in this case, the terms "You" and "Yours" shall refer to such a Client or Partner. By accessing any of the ExxpertApps Website or any content found in the ExxpertApps Website or by using any of the Application Services, You agree to comply with

and to be bound by these T&Cs. If You are entering into this Agreement on behalf of any legal entity, You confirm that You are entitled to accept these T&Cs on behalf of such a legal entity. If You don't understand these T&Cs or if You don't agree to these T&Cs or if You are not entitled to accept these T&C on behalf of a legal entity and its affiliates, You should not access this ExxpertApps Website or use these Application Services.

You may not access the ExxpertApps Website or the Application Services if You are a direct competitor of Calvi Systems in the CRM market, except if You have written permission from Calvi Systems. Also, You may not access the Application Services for monitoring purposes of any kind (availability, functionality, performance, etc.).

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1. DEFINITIONS

"**We**", "**Us**" or "**Our**" means Calvi Systems, one of the parties that are accepting the terms and conditions of this Agreement.

"**You**" or "**Your**" means the other party that is accepting the terms and conditions of this Agreement.

"**Order Form**" means the written agreement entered between You and Calvi Systems describing the terms and conditions for use of the Application Services including contracted modules, number of licensed users, License Period, and commercial conditions.

"**ExxpertApps**" means the enterprise application software (owned, distributed, and operated by Calvi Systems), which can be used through the ExxpertApps Website and which provides the Application Services. ExxpertApps allows managing Contacts, Companies, Customers, Providers, Resources, Sales Opportunities, Projects, Mailing Campaigns, Online Sales, Online Auctions, Online Procurement, Online Payments, Invoicing, and more. ExxpertApps is a multi-tenant online enterprise application software.

"I do, We do" means the mobile application owned and operated by Calvi Systems under the ExxpertApps brand. With the App, users assign Activities and send Requests (Decision, Approval and Evaluation) to other people, whether or not those people use the App.

"**Application Services**" means all those services provided by Us to You and Clients and Partners through the enterprise application called ExxpertApps and the mobile App called "I do, We do" that is connected to ExxpertApps.

"**User License**" means the fee-based permission provided to You by Calvi Systems to use the Application Services.

"**License Period**" means the term of the recurring user license for the Application Services.

"**License Cancellation Period**" means the term at the end of the License Period before which the Client can cancel the current user license so that it is not effective in the next License Period.

"**Application Services Module**" means a functional part of the Application Services, which are grouped under a common name. The sum of all the Application Services Modules makes up the Application Services.

"**Application Services Customer Environment**" means an environment of the Application Services, which is used only by one Client or Partner and separates the data and processes of this Client or Partner from other Clients or Partners.

"**ExxpertApps User**" means an individual, who is authorized to use the Application Services and has received an individual and personal Identifier (**"User ID"**) and a password ("**User Password**") to use the Application Services under the terms and conditions of this Agreement and those of the Order Form.

"**ExxpertApps Trial User**" means an individual, who is authorized to use the Application Services and has received an individual User ID and a User Password to use the Application Services on a free trial basis during a period determined by Calvi Systems.

"**ExxpertApps Tenant**" means a Client, who has contracted the Application Services and has common access to ExxpertApps for all its ExxpertApps Users to share business data and business processes. There are two types of ExxpertApps Tenants: ExxpertApps Standard Tenants and ExxpertApps Provider Tenants.

"**ExxpertApps Standard Tenant**" means a Client, who uses ExxpertApps as an enterprise application to manage information, internal and external communications, business transactions, and knowledge.

"**ExxpertApps Provider Tenant**" means a Client, who uses ExxpertApps to publish an online catalog of products and services to request proposals and sell those products and services to ExxpertApps Standard Tenants in a closed online market.

"**ExxpertApps Enterprise Options**" means those ExxpertApps online settings, which allow customizing the use of ExxpertApps for an ExxpertApps Tenant.

"**ExxpertApps Administrator**" means an ExxpertApps User of an ExxpertApps Tenant, who has special rights to manage the ExxpertApps Enterprise Options and the ExxpertApps Users of the ExxpertApps Tenant.

"**Provider**" means an ExxpertApps Provider Tenant or an External Provider.

"**ExxpertApps Offer**" means the combined set of information, which an ExxpertApps Provider Tenant places in ExxpertApps to receive orders from ExxpertApps Standard Tenants through ExxpertApps.

"**ExxpertApps Online Catalog**" means a list of ExxpertApps Provider Tenants and their respective ExxpertApps Offers, which ExxpertApps Standard Tenants can see in ExxpertApps when they are doing online procurement.

"**ExxpertApps Buyer**" means an individual or a company that has received access to the Application Services provided by the ExxpertApps Standard Tenant and that buys products or services from the ExxpertApps Standard Tenant using the sales and auctioning functions of ExxpertApps.

"**External Participant**" means an individual or a company that exchanges information with the ExxpertApps Standard Tenant using the ExxpertApps Project Websites and without having any access to ExxpertApps as an ExxpertApps User.

"**External Buyer**" means an individual or a company that buys products or services from the ExxpertApps Standard Tenant using the ExxpertApps Project Website without having access to ExxpertApps as an ExxpertApps User.

"**External Provider**" means an individual or a company that offers and sells products or services to the ExxpertApps Standard Tenant using the ExxpertApps procurement interaction functions without having access to ExxpertApps as an ExxpertApps User.

"**External Collaborator**" means an individual or a company that collaborates with the ExxpertApps Standard Tenant using the ExxpertApps collaboration functions such as Activities, Requests, and others, without having any access to ExxpertApps as an ExxpertApps User.

"**Buyer**" means an ExxpertApps Buyer, or an External Participant or an External Buyer.

"**Partner**" means a third-party services company, that has entered into a written contract with Us to promote ExxpertApps and provide ExxpertApps-based services to our Clients.

"**Partner Agreement**") means a written contract signed between Us and a Partner.

"Development Partner" means a third-party service provider with whom we contract the development of our enterprise application ExxpertApps.

"**ExxpertApps AI Features**" means the artificial intelligence functionalities integrated into ExxpertApps that provide automated recommendations and advice to the User on matters relating to sales, marketing, project management, and other topics.

"**ExxpertApps Project Website**" means a temporary website created by the ExxpertApps Standard Tenant with ExxpertApps to interact with external Participants or external Buyers.

"**ExxpertApps Procurement/Auction Application**" means a functional part of the Application Services to enable all Buyers to buy and auction offerings in a closed market of an ExxpertApps Standard Tenant.

"**ExxpertApps Online Payments**" means online payments performed by External Buyers or External Participants on the ExxpertApps Project Website to buy products or services from ExxpertApps Standard Tenants.

"**ExxpertApps Project Procurement Module**" means a functional part of the Application Services to enable ExxpertApps Standard Tenants to interact with External Providers to request proposals, compare proposals, agree on proposal terms, request contracts, negotiate contracts, and agree on contract terms.

"**I do, We do App**" means the mobile app from Calvi Systems that manages activities and requests between persons that can eventually also be ExxpertApps Users.

"**Professional Services**" means all those services provided to Clients and Partners to enable the use of the Application Services. Professional Services are Initiation Services, Modification Services, and Support Services.

"**Initiation Services**" means all those Professional Services, which We provide to Clients and Partners to allow them to use the Application Services for the first time.

"**Modification Services**" means all those Professional Services, which We provide to Clients and Partners to adapt ExxpertApps to meet their business or technical requirements.

"**Support Services**" means all those Professional Services, which We provide to Clients and Partners to help resolve usability questions and errors related to the Application Services.

"**Confidential Information**" means any written information disclosed by one Party (the Disclosing Party) to the other Party (the Receiving Party) and marked as "confidential".

"**Cookies**" means a small piece of data, which is stored on the Internet browser of the person who accesses the ExxpertApps Website to remember important usability aspects of the user's activity.

"**Your Data**" means any information that belongs to You and that is stored in ExxpertApps.

"Personal Data" means any information relating to an identified or identifiable natural person.

"Controller" means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data.

"Processor" means a natural or legal person, public authority, agency, or other body, which processes Personal Data on behalf of the Controller.

2. APPLICABILITY OF TERMS AND CONDITIONS

If You are

- **an External Participant, or**
- **an External Buyer, or**
- **an External Provider, or**
- **an External Collaborator, or**
- **an ExxpertApps Trial User**,

these T&Cs apply to You.

If You are a **Client** (ExxpertApps Standard Tenant or ExxpertApps Provider Tenant), the T&Cs of this Agreement and the terms and conditions of the Order Form apply to You. This Agreement and the Order Form together comprise a binding agreement between You and Calvi Systems. In case of a mismatch between this Agreement and the Order Form signed between You and Calvi Systems, the T&C of the Order Form will apply.

If You are a **Partner**, the T&Cs of this Agreement and the terms and conditions of the Partner Agreement signed between You and Calvi Systems apply to You. This Agreement and the Partner Agreement together comprise a binding agreement between You and Calvi Systems. In case of a mismatch between this Agreement and the Partner Agreement, the T&C of the Partner Agreement will apply.

3. LICENSE FOR PUBLIC USE OF THE APPLICATION SERVICES

Subject to the T&C of this Agreement We provide You the following transactional license to access and use specific Application Services as noted below:

1. If You are an **External Participant** or an **External Buyer**, We provide You a temporary, non-exclusive, and non-transferable license to access and use the Application Services to accomplish a transaction with an ExxpertApps Standard Tenant through the ExxpertApps Project Website or the ExxpertApps Procurement/Auction Application. This transaction can be for example, receiving information, providing information,

downloading or uploading a file, buying a product or service, or paying for a product or service;

2. If you are an **External Provider**, We provide You a temporary, non-exclusive, and non-transferable license to access and use the Application Services to accomplish a transaction with an ExxpertApps Standard Tenant through the ExxpertApps Project Procurement Module. This transaction can be for example, receiving a request for a proposal, sending a proposal, negotiating a proposal, receiving a request for a contract, sending a contract, negotiating a contract, signing a contract through the Application Services;

3. If you are an **External Collaborator**, We provide you with a temporary, non-exclusive, and non-transferable license to access and use the Application Services to collaborate electronically with Users of the ExxpertApps Standard Tenant.

4. If you are a User of the App called “I do, We do” and you are not a Client.

4. LICENSE FOR FREE USE OF THE APPLICATION SERVICES

If you are an **ExxpertApps Trial User**, We provide You a temporary, non-exclusive, and non-transferable license to access and use some or all of the Application Services to test the Application Services during a trial period.

The start date and end date of the trial period are solely determined by Us.

You are responsible for exporting any data that You have introduced into ExxpertApps before the end of the trial period. Once the trial period ends, Your Data will be erased, and You will have no further access to Your Data.

Notwithstanding the Section "Warranties and Disclaimers", during the free trial period, We will provide You the Application Services on an "as-is" basis without any kind of service-level agreement nor any kind of warranty.

If you are a free-of-charge user of the **I do, We Do App** (without a paid ExxpertApps license), We provide You a temporary, non-exclusive, and non-transferable license to access and use the public Functions of this App. If you stop using it for 6 months, we will inform you in advance and then erase your App and your data.

Notwithstanding the Section "Warranties and Disclaimers", We will provide You the “I do, We do” App on an "as-is" basis without any kind of service-level agreement nor any kind of warranty.

5. LICENSE FOR CONTRACTED USE OF THE APPLICATION SERVICES

If you are a **Client** (ExxpertApps Standard Tenant or ExxpertApps Provider Tenant), We provide You subject to the T&C of this Agreement, including the terms and conditions of the Order Form, a temporary, non-exclusive, and non-transferable license to access and use some or all the Application Services.

For **ExxpertApps Standard Tenants**, access to the contracted Application Services will be restricted to:

- The Application Services Modules, which you contracted (as agreed in the Order Form);
- The License Period, which you contracted and paid upfront (as agreed in the Order Form);
- The maximum number of properly registered ExxpertApps Users of Your company or organization, which you contracted (as agreed in the Order Form);
- The use for Your company or organization only;
- Access to the Application Services only with Internet Browsers homologated by Us.

For **ExxpertApps Provider Tenants**, access to the contracted Application Services will be for:

- The Application Services Modules, which you contracted (as agreed in the Order Form);
- The License Period, which you contracted and paid upfront (as agreed in the Order Form);
- The maximum number of properly registered ExxpertApps Users of Your company or organization, which you contracted (as agreed in the Order Form);
- The maximum number of ExxpertApps Offers, which you contracted (as agreed in the Order Form);
- The use for Your company or organization only;
- Access to the Application Services only with Internet Browsers homologated by Us.

6. GENERAL RIGHTS OF CALVI SYSTEMS RELATED TO EXXPERTAPPS AND THE APPLICATION SERVICES

We maintain the full rights to:

1. Determine
    a. which Internet Browser is homologated to access and use the Application Services

   b. time, date, and duration of planned downtime of the Application Services
   c. when there is an urgent situation that forces Us to shut down access to the Application Services to all ExxpertApps Users;
   d. if an ExxpertApps Standard Tenant or an ExxpertApps Provider Tenant is breaching the T&Cs of this Agreement or those of the Order Form;
2. Certify
   a. ExxpertApps Administrators;
   b. Partners;
3. Provide
   a. Application Services through the ExxpertApps Website and the ExxpertApps Project Websites created by the Application Services;
   b. Initiation Services to a Client directly or through a Partner;
   c. Modification Services;
   d. Support Services to a Client directly or through a Partner;
4. Change, improve, expand, and remove
   a. functionality of ExxpertApps when We consider it appropriate;
   b. Services of the Application Services when We consider it appropriate;
5. Install and publish new versions of
   a. ExxpertApps when We consider it appropriate;
   b. the Application Services when We consider it appropriate;
6. Shut down access to
   a. the Application Services to all ExxpertApps Users and individuals anytime and without prior notice in case of urgent situations;
   b. the ExxpertApps Users of an ExxpertApps Standard Tenant or an ExxpertApps Provider Tenant, who have breached the T&Cs of this Agreement or those of the Order Form;
   c. the ExxpertApps Users of a Client, who is using the Application Services without a paid license for a maximum period of 6 weeks;
7. Send Your Data
   a. to our Development Partners (outside the European Union) to fix problems related to Your use of the Application Services;
   b. to our Hosting Partner (inside the European Union) to run the Application Services;

7. GENERAL RESPONSIBILITIES RELATED TO THE PROVISIONING OF THE APPLICATION SERVICES

According to the T&Cs of this Agreement, and those of the Order Form, these are Our Responsibilities towards You as a Client or Partner.

We shall:

1. give You continuous access to the Application Services
    a. for the contractually agreed number of maximum ExxpertApps Users that have been correctly registered and have accepted this Agreement;
    b. during the paid-upfront license period;
    c. at the URL https://www.exxpertapps.com;
    d. only through browsers that We have previously homologated and listed in this Agreement;
    e. except when We need to shut down access to the Application Services as described above;
    f. except when You breach the T&Cs of this Agreement or the Order Form.
2. use commercially reasonable efforts to make the Application Services available during 24 hours per day and 7 days per week, except during:
    a. planned downtime of the Application Services;
    b. emergency shutdown of the Application Services;
    c. any unavailability of the Application Services caused by circumstances beyond Our control.
3. provide You
    a. Initiation Services and Modification Services as agreed in this Agreement and the Order Form;
    b. Support Services as described in this Agreement and the Order Form;
4. inform You at least two (2) days in advance (through the Application Services) on the date and time in which the Application Services will be shut down for planned maintenance activities;
5. use commercially reasonable efforts to
    a. ensure the well-functioning of the Application Services;
    b. create a backup of Your Data for the past four (4) days;
    c. acknowledge the reception of Level 1 Incidents in 2 hours during Service Hours (see below) and start working on a fast resolution;
    d. acknowledge the reception of Level 2 Incidents in 4 hours during Service Hours (see below) and start working on a fast resolution
    e. acknowledge the reception of Level 3 Incidents in 1 day during Service hours (see below) and start working on its resolution
    f. correct promptly any malfunction of the Application Services;
    g. protect the security, confidentiality, and integrity of Your Data;
6. assume the responsibilities related to
    a. Your Data according to the T&C of this Agreement;
    b. Personal Data as a Processor as described in the EU General Data Protection Regulation (GDPR) 2016/679 issued on April 27th, 2016;
7. train Your ExxpertApps Users and ExxpertApps Administrators for a fee agreed with You;
8. certify your ExxpertApps Administrators for a fee agreed with You;

CALVI SYSTEMS does not guarantee any level of performance or service with respect to

ExxpertApps or the Application Services; Technical Support is provided on a best-efforts basis to resolve issues and answer questions related to the use of the SOFTWARE.

According to the terms of this Agreement and those of the Order Form, these are Your Responsibilities towards Us as a Client or Partner.

You shall:

1. use the Application Services in compliance with this Agreement and the Order Form or Partner Agreement;
2. ensure that all the persons in your company or organization, who have access to the Application Services use these Application Services in compliance with this Agreement (by clicking on the Accept button in the Screen "Acceptance of ExxpertApps Terms and Conditions" presented to them as part of the first access or when this Agreement is updated) and the Order Form or Partner Agreement:
3. assume the responsibilities related to Your Data according to the T&C of this Agreement;
4. assume the responsibilities related to Personal Data of EU citizens as a Controller as described in the EU General Data Protection Regulation (GDPR) 2016/679 issued on April 27th, 2016;
5. use the Application Services only for Your company or organization;
6. nominate at least two (2) ExxpertApps Administrators and ensure that at least one of these ExxpertApps Administrator is reachable for the ExxpertApps Users of your company or organization;
7. obtain the certification of Calvi Systems for all your active ExxpertApps Administrators;
8. provide to Your ExxpertApps Administrators the technical means to perform a video conference with screen share with Us to receive Support Services from Us using the video-conferencing tools We choose;
9. protect ExxpertApps or the Application Services from being analyzed, reverse-engineered, or copied;
10. identify Yourself correctly with Your full name, when You access the Application Services;
11. use commercially reasonable efforts to ensure that only You access the Application Services with Your ID and password;
12. report immediately to Calvi Systems (at support@exxpertapps.com) any fraudulent use of the Application Services, any security breach of the Application Services, or in case any other person besides You has gotten access to the Application Services using Your ID and password;
13. accept the use of Cookies as described in this Agreement;
14. Validate that the emails of the contacts (to which You send Email Campaigns through the Application Services) are correct to avoid high bounce rates as described below;
15. Comply with the dates and activities agreed with You in writing in a joint Project Plan when we provide You Professional Services including Initiation Services;
16. Deliver "clean" data for the migration of Your data during the Initiation Services;

17. Pay the agreed license and Services within the agreed periods of time.

8. USE OF APPLICATION SERVICES FOR SENDING EMAIL CAMPAIGNS

You may only use the Application Services for sending email campaigns in a way that complies with the law of Your country and the law of the countries where the recipients of Your emails are based.

You may not use Our Application Services for sending an email campaign, which has a bounce rate higher than 5%. If You do so, We will proceed as described below:

- If You send an email campaign with a bounce rate higher than 5% and lower than 10% You will be warned by Us for the first time. If then You send an additional email campaign again with a bounce rate higher than 5% and lower than 10% You will be warned by Us for the second and last time; If then you send an additional email campaign again with a bounce rate higher than 5% We will shut down access to the Application Services of all Your ExxpertApps Users and You will have no refund for the upfront paid license fees for the current License Period.

- If you send an email campaign with a bounce rate higher than 10% We will shut down access to the Application Services of all Your ExxpertApps Users and You will have no refund for the upfront paid license fees for the current License Period.

You may not use Our Application Services for sending emails related to any illegal activities. This implies but is not restricted to sending junk emails, spam, and sending emails to persons that have declared that they don't want to receive further emails from You.

If You use our Application Services for sending emails related to any illegal activities of any kind (this implies but is not restricted to sending junk emails, spam, and sending emails to persons that have declared that they don't want to receive further emails from You) or for generating a negative impact on any person, company or organization because of its content or technological impact or We will terminate this Agreement with You without any refund for the upfront license fees you may have paid for the current License Period.

9. USE OF APPLICATION SERVICES TO SELL EXXPERTAPPS OFFERINGS

You as an ExxpertApps Tenant may not use the Application Services to publish ExxpertApps Offers which

1. breach local and international laws for the countries in which Your offer is presented to ExxpertApps Standard Tenants;
2. generate a negative impact on any person, company or organization;
3. are fraudulent in any form;
4. distribute any harmful material (for example, viruses).

If you breach these T&Cs, We will terminate this Agreement with You without any refund for the upfront license fees you may have paid for the current License Period.

You as an ExxpertApps Tenant, agree that You are placing your ExxpertApps Offerings in the ExxpertApps Online Catalog and You are transacting with ExxpertApps Tenants at Your own risk.

The Application Services are only a communication platform between You and the ExxpertApps Tenants and Calvi Systems plays no role whatsoever in any commercial transaction between You and the ExxpertApps Tenants.

Calvi Systems reserves the right to decide whether You as an ExxpertApps Tenant are using the Application Services causing damage to ExxpertApps Standard Tenants based on complaints and evaluations from ExxpertApps Standard Tenants. In such a case, Calvi Systems will immediately remove Your access to the Application Services and you will have no right of being refunded for the paid license fees for the Application Services.

10. USE OF APPLICATION SERVICES TO BUY EXXPERTAPPS OFFERINGS

You as an ExxpertApps Standard Tenant, agree that You are contracting ExxpertApps Offerings in the ExxpertApps Online Catalog and that You are transacting with ExxpertApps Provider Tenants at Your own risk.

The Application Services are only a communication platform between You and the ExxpertApps Provider Tenants, and Calvi Systems plays no role whatsoever in any commercial transaction between You and the ExxpertApps Provider Tenants.

Calvi Systems reserves the right to decide whether You, as an ExxpertApps Standard Tenant are using the Application Services causing damage to Providers based on complaints and evaluations from Providers. In such a case, Calvi Systems will immediately remove Your access to the Application Services, and you will have no right of being refunded for the paid license fees for the Application Services.

11. USE OF APPLICATION SERVICES TO AUCTION AND SELL EXXPERTAPPS OFFERINGS

You, as an ExxpertApps Standard Tenant, agree that when You use the Application Services to organize an online sale or auction to a closed market determined by You, You do so at Your own risk.

The Application Services are only a communication platform between You and Your Buyers, and Calvi Systems plays no role whatsoever in any commercial transaction between You and your Buyers.

Calvi Systems reserves the right to decide whether You, as an ExxpertApps Standard Tenant are using the Application Services causing damage to Buyers based on complaints and evaluations from those Buyers. In such a case, Calvi Systems will immediately remove Your access to the Application Services, and you will have no right to be refunded for the paid license fees for the Application Services.

12. USE OF APPLICATION SERVICES TO RECEIVE ADVICE FROM ARTIFICIAL INTELLIGENCE

1. Recommendations generated by the ExxpertApps AI Features are advisory in nature and do not constitute professional advice of any kind. The Client assumes sole responsibility for decisions made based on such recommendations;
2. Calvi Systems undertakes not to use Client Data to train general-purpose artificial intelligence models;
3. The use of ExxpertApps AI Features may be subject to additional obligations under the EU Artificial Intelligence Act (AI Act, Regulation (EU) 2024/1689). Calvi Systems will notify the Client of any relevant compliance obligations affecting the Client's use of the AI Features.
4. Calvi Systems reserves the right to modify, limit, or withdraw ExxpertApps AI Features with a minimum of thirty (30) days prior notice, except in cases of technical emergency or regulatory necessity.

13. USE OF COOKIES AND BROWSERS

The Applications Services based on ExxpertApps store a few Cookies on the Internet browser of all ExxpertApps Users to remember certain usability aspects. These Cookies are not used for tracking general user activity nor contain any of the user's Personal Data. The following description gives more details regarding the use of Cookies by the Application Services:

- Editor Cookies: store information regarding the user settings of the HTML browser for editing Emails, website pages, or other text pieces
- Security Cookies: store information regarding some selected user options regarding security
- Session Cookies: store information regarding the user browser session with the ExxpertApps server

We have homologated the following Internet browsers to allow You to access and use the Application Services: Safari, Chrome, Edge and Firefox.

14. PROVISIONING OF INITIATION SERVICES

If you wish, We will provide Initiation Services to You for a fee, as agreed so in the Order Form. The following T&Cs apply to the provisioning of these Initiation Services:

1. **Project planning**. During the first meeting with You related to the provisioning of the Initiation Services, We will agree with You in writing on mutual responsibilities, activities, dates, and expected outputs for a joint project for providing You with Initiation Services;
2. **Project duration**. We will provide Initiation Services during a maximum period of three months.
    a. If We have not concluded the provision of the Initiation Services within the maximum period of three months caused by Your delays, the Initiation Services will be considered complete unless we have jointly agreed in writing about an extension of the maximal period for the provision of the Initiation Services;
    b. If We have not concluded the provisioning for the Initiation Services within the maximal period of three months caused by Our delays, then the maximal period of three months will be extended as needed by Us.
3. **Project acceptance.** When we complete all Our activities related to the Initiation Services We will inform you promptly to request from You a written acceptance of the provisioning of these services. You have then a maximum of five (5) working days to either accept in writing the provisioning of the Initiation Services or describe in detail if the outcome of Our activities related to the Initiation Services is not as agreed. If during the maximum period of provisioning the Initiation Services, You have not accepted in writing the complete and correct provisioning of the Initiation Service or have indicated in writing if and why these services are not considered by You as completed, then the Initiation Services will be considered as completed.
4. **Project provisioning by third parties**. We have the right to subcontract the provisioning of the Initiation Services to a Partner.
   Project modification or extension. If You wish to receive modified or additional Initiation Services as those agreed in the Order Form, then You and Us need to agree in writing about the provisioning of these additional Implementation Services.

These are Your responsibilities during the provision of Initiation Services:

1. Agree on the Project Plan for the Initiation Services, including the responsibilities and deadlines for tasks for both parties;
2. Provide the agreed clean data to be imported to ExxpertApps. This data must be provided by You in an Excel spreadsheet in the format required by Us, Clean data means that the data may not contain hidden characters or have incorrect e-mail addresses;
3. Provide the agreed templates for emails, landing pages, forms and offers;

15. PROVISIONING OF MODIFICATION SERVICES

If you wish, We will provide Modification Services to You for a fee, as agreed so in the Order Form. The following T&Cs apply to the provisioning of these Modification Services:

1. **Project planning**. In the Order Form, we will agree on the expected results of the Modification Services and the time needed by Us to implement them.
2. **Project acceptance.** When we complete all Our activities related to the Modification Services We will inform you promptly to request from You a written acceptance of the provision of the Modification Services. You have then a maximum of five (5) working days to either accept in writing the provisioning of the Modification Services or describe in detail if the results of the Modification Services are not as agreed. If during the maximum period for accepting or rejecting the provisioning the Modification Services, You have not accepted or rejected in writing the complete and correct provisioning of the Modification Services, then the Modification Services will be considered as completed.
3. **Project provisioning by third parties**. We have the right to subcontract the provisioning of the Modification Services to a Development Partner.
4. **Project extension.** If You wish to receive additional Modification Services as those agreed in the Order Form, then You and Us need to agree in writing about the provisioning of these additional Modification Services.
5. **Project costs.** You will pay upfront for all agreed Modification Services unless it is otherwise agreed in writing.

16. PROVISIONING OF SUPPORT SERVICES

We provide Support Services only to those Clients, which have a valid and paid upfront ExxpertApps License to use the Application Services.

We provide Support Services only to the certified ExxpertApps Administrators of:

- ExxpertApps Standard Tenants and
- ExxpertApps Provider Tenants and
- ExxpertApps Partners.

We provide Support Services in Spanish and German.

We provide Support Services only during Service Hours from Monday through Friday, from 9:00 to 18:00 CET, except in the following days:

- January 1st
- January 6th
- May 1st
- December 24th and 25th
- December 31st

We provide Support Services only through E-Mail. You may reach Us at support@exxpertapps.com.

Support related to usability aspects of the Application Services. If You are eligible to receive Support Services and You have a question regarding how to use the Application Services, You may send Your questions via Email Us. We will use commercially reasonable efforts to help You use the Application Services for Your business purposes.

Support related to errors or malfunctions of the Application Services. If You are eligible to receive Support Services from Us and You have a question regarding an error or malfunction of the Application Services, You may send Your questions via Email to Us. We will use commercially reasonable efforts to:

- help You achieve Your business goal through another way of using the Application Services and/or
- solve the error or malfunction of the Application Services if it is technically possible and if it is commercially viable for Us.

If the resolution of an error or malfunction of the Application Services is technically not possible or it is commercially not viable for Us, we have the right to remove the erroneous function from the Application Services when We consider it appropriate.

Incident Levels.

1. Level One (Severity 1 - Critical)
    a. Definition: A critical incident that has a severe impact on the Client, its customers, or its operations.
    b. Description: Total outage or major functionality failure affecting all or most users. The system is unusable.
    c. Example: All users are blocked from logging in.
2. Level Two (Severity 2 - High)

a. Definition: A significant incident that disrupts core functions but does not completely halt business operations.
b. Description: A major feature is down or degraded, affecting a significant number of users or a specific department.
c. Example: A major feature (e.g., billing or reporting) is unavailable for a subset of users.

3. Level Three (Severity 3 - Medium/Low)
    a. Definition: A moderate or low-impact incident that causes minor disruption to normal service operations.
    b. Description: A minor bug or non-critical issue that affects a limited number of users.
    c. Examples:
        - A specific, non-essential feature is not working (e.g., "Export to PDF" fails).
        - UI layout issues on specific browsers.
        - Minor cosmetic bugs or typos.

17. MANAGEMENT OF YOUR DATA

You are the owner of Your Data and therefore You are responsible for complying with the local and international laws concerning Your Data.

You are responsible for protecting the Personal Data included in Your Data as a Controller according to the personal data protection laws of your country and the data protection laws of the country of those Data Subjects, who have provided You their Personal Data.

We will not change, copy, nor use any of Your Data for other purposes than the execution of this Agreement and the Order Form.

You accept that We have the right to access Your Data when strictly necessary to:

1. provide You access to the Application Services;
2. provide You Support Services;
3. verify compliance with this Agreement;
4. comply with a legal obligation;
5. obtain statistical data to help You improve the use of the Application Services;

Calvi Systems will inform the Client of each access to Your Data that is not strictly operational in nature, unless prevented from doing so by law.

You accept that We have the right to transfer Your Data to our Development Partner (outside of the European Union) in certain situations in which we need to resolve problems related to the Application Services which can only be tested with Your Data.

(a) such transfers are made under Standard Contractual Clauses (SCCs) approved by the European Commission, or another adequate safeguard under the GDPR;
(b) the volume of data transferred is the minimum strictly necessary;
(c) the Client is notified of such transfer in advance wherever possible

You accept that We have the right to transfer Your Data to our Hosting Partner (inside the European Union) to run and manage the Application Services.

18. PROPRIETARY RIGHTS

Reservation of Rights. You acknowledge that Calvi Systems retains all the rights (including the intellectual property rights and the industrial rights) on the Application Services and the brands ExxpertApps, ExxpertEvents, ExxpertPlatform, ExxpertTrader, ExxpertDevelopment, ExxpertMarketing, ExxpertSales, ExxpertServices, and Wise Advice.

No rights are granted to You other than those expressly outlined in this Agreement or the Order Form. Nothing in this Agreement gives You directly or indirectly any right of ownership or any intellectual property rights in the Application Services nor ExxpertApps or the other brands listed above.

Rights on Suggestions. You acknowledge that Calvi Systems has a worldwide, irrevocable, royalty-free, and perpetual license to use any suggestion, feedback, or idea that You voluntarily provide for the explicit purpose of improving the Application Services or ExxpertApps.

Rights on Modifications. You acknowledge that Calvi Systems owns and retains all rights on modifications to the Application Services or ExxpertApps, even though these modifications may have been suggested by You.

Violation of Property Rights. You accept that Calvi Systems considers a breach of this Agreement if You provide access to the Application Services to any other person who:

- copies any part of the Application Services;
- revers-engineers any of the Application Services;
- creates any derivative work based on the Application Services;
- or creates any competitive product based on the Application Services.

Rights on Your Data. This Agreement does not entitle Us to have any right on Your Data.

Litigation Related to these Proprietary Rights. Calvi Systems will assume all responsibilities related to any litigation to You are confronted related to the proprietary rights of the Application Services or ExxpertApps.

19. CONFIDENTIALITY

Identification of Confidential Information.
Our Confidential Information is the Application Services (including all the related documentation) and ExxpertApps (including all the program code, the screens, the algorithms and the related documentation).
Your Confidential Information is Your Data except the data that is publicly available. The Order Form is Confidential Information of both Parties.

Confidential Information shall not include, and the duties and obligations of this Section shall not apply to, information for which the Receiving Party can demonstrate through documentary evidence:

1. was disclosed to the public by the Party who owns the Confidential Information;
2. was disclosed to the public by a third party other than You and Us;
3. was disclosed to the public through no wrongful act of the Receiving Party, its Affiliates or their respective representatives;
4. was known to the Receiving Party at the time of disclosure in its fully consolidated form as disclosed under this Agreement and without any obligation of confidentiality;
5. can be shown by corroborated records to have been independently developed by the Receiving Party without breach of this Agreement or reference to or use of the Confidential Information disclosed by the Disclosing Party;
6. is rightfully received from a third party without restriction on disclosure; or
7. is approved for release upon prior written consent of the Disclosing Party.

Exchange of Confidential Information. The exchange of any other Confidential Information between both Parties must be correctly identified before it is exchanged and must be agreed in writing.

Disclosure of Confidential Information.

1. You, as a Client or a Partner will limit the disclosure of Our Confidential Information to those of Your employees, who are ExxpertApps Users. You will also take the necessary measures to contractually bind all of Your employees, who are ExxpertApps Users, and who have access to the Application Services, to the confidentiality terms of this Agreement.
2. We will limit the disclosure of Your Confidential Information to Our employees and Our Development Partners on a need-to-know basis only. We will also take the necessary measures to contractually bind all of Our employees and Our Development Partners, who have access to Your Data, to the confidentiality terms of this Agreement.

Disclosure Required by Law. Each Party may disclose Confidential Information of the other Party if required by law in special circumstances.

Use of Confidential Information. Both Parties agree that they will use Confidential Information only to implement this Agreement and the Order Form.

Handling of Confidential Information at the end of this Agreement.

1. **Our Responsibilities:** Three months after the Term of this Agreement and the Order Form We will erase all Your Personal Data from the Application Services and will delete Your ExxpertApps Customer Environment in the Application Services in such a way that Your Data will not be accessible anymore through the Application Services.
2. **Your Responsibilities:** Not later than three months after the Term of this Agreement and the Order Form, You will permanently delete all Our Confidential Information, which You received during the Term of this Agreement and the Order Form.

20. PROTECTION OF PERSONAL DATA

We are committed to protecting your Personal Data, and we do this in compliance with the EU General Data Protection Regulation (GDPR) 2016/679 issued on April 27th, 2016.

Our Privacy Statement describes how we treat Personal Data. You can find our Privacy Statement at the footer of our ExxpertApps Websites.

21. REPRESENTATION AND WARRANTIES

Each party represents that it has full power and authority to enter into the Agreement. Each Party warrants that it will comply with all laws and regulations applicable to its provision or use of the Application Services and ExxpertApps.

22. WARRANTIES AND DISCLAIMERS

Warranty. WE PROVIDE YOU THE APPLICATION SERVICES "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESSED, IMPLIED, STATUTORY OR OTHERWISE. WE DO NOT GUARANTEE ANY LEVEL OF PERFORMANCE OR SERVICE WITH RESPECT TO THE APPLICATION SERVICES. SUPPORT SERVICES ARE PROVIDED ON A BEST-EFFORTS BASIS TO RESOLVE ISSUES AND ANSWER QUESTIONS RELATED TO THE USE OF THE APPLICATION SERVICES.

Disclaimer. EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, FOR THE MAXIMUM EXTENT PERMITTED BY LAW. "NOTWITHSTANDING THE FOREGOING, THE INCIDENT ACKNOWLEDGES THAT COMMITMENTS SET OUT IN SECTION 7 OF THIS AGREEMENT SHALL APPLY TO THE EXTENT EXPRESSLY STATED THEREIN".

23. LIMITATION OF LIABILITY

Limitation of Liability. CALVI SYSTEMS SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR:

1. INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING FROM THE USE OF, OR INABILITY TO USE, THE APPLICATION SERVICES, INCLUDING ANY ERROR OF OR LACK OF AVAILABILITY OF THE APPLICATION SERVICES;
2. ANY DAMAGES ARISING FROM THE PROVISIONING OF PROFESSIONAL SERVICES TO YOU;
3. ANY NEGATIVE IMPACT ON YOUR BUSINESS, INCLUDING LOSS OF REVENUES, PROFITS, OR INCREASED COSTS OF ANY KIND;
4. ANY LOSS OF YOUR DATA, PROVIDED THAT CALVI SYSTEMS HAS IMPLEMENTED THE BACKUP MEASURES DESCRIBED IN SECTION 7 (GENERAL RESPONSIBILITIES RELATED TO THE PROVISIONING OF THE APPLICATION SERVICES) OF THIS AGREEMENT.

CALVI SYSTEMS CANNOT BE HELD RESPONSIBLE FOR FAILING TO MEET ITS OBLIGATIONS UNDER THIS AGREEMENT IF SUCH FAILURE RESULTS FROM ANY CAUSE BEYOND OUR REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO INTERNET OR NETWORK OUTAGES, FAILURES OF THIRD-PARTY HOSTING SERVICES, OR FORCE MAJEURE EVENTS.

Cap on Direct Liability. THE TOTAL AGGREGATE LIABILITY OF CALVI SYSTEMS TO YOU FOR ANY AND ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY YOU TO CALVI SYSTEMS FOR THE USE OF THE APPLICATION SERVICES DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.
Exceptions. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS OF LIABILITY SET OUT IN THIS SECTION SHALL NOT APPLY IN CASES OF:

1. FRAUD OR WILFUL MISCONDUCT BY CALVI SYSTEMS;
2. GROSS NEGLIGENCE BY CALVI SYSTEMS;
3. BREACH BY CALVI SYSTEMS OF APPLICABLE DATA PROTECTION LAW, INCLUDING THE EU GENERAL DATA PROTECTION REGULATION (GDPR) 2016/679;

4. DEATH OR PERSONAL INJURY CAUSED BY CALVI SYSTEMS' NEGLIGENCE;
5. ANY OTHER LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.

24. PUBLICITY

Public Communications. You agree that You may not issue any type of external public communication related to this Agreement or the Order Form without Our prior written approval.

Use of Name and Logo. You agree that We can use Your name and Your logo on our ExxpertApps Website and Our marketing material when we make a reference to You as a Client as long as you are a Client.

Testimonials on third-party websites. If You choose to write any testimonial about the use of the Application Services on those third-party websites, We are very thankful but would like to inform You that You do this at Your own risk.

25. TERM

If You are

- **an External Participant, or**
- **an External Buyer, or**
- **an External Provider, or**
- **an External Collaborator, or**

this Agreement begins when you access the Application Services to accomplish a transaction with an ExxpertApps Standard Tenant and ends when you have completed accomplishing such a transaction.

If You are an **External ExxpertApps Trial-User** this Agreement begins when you access the Application Services and ends at the end date of the trial period or when We shut-down Your access to the Applications Services.

If You are a **Client** (ExxpertApps Standard Tenant or ExxpertApps Provider Tenant), this Agreement begins when you receive a User ID and User Password to access the Application Services, and it ends at the end of the ExxpertApps License Period agreed between Us and You in the Order Form.

If You are a **Partner**, this Agreement begins when you receive a User ID and a User Password to access the Application Services and it ends at the end of the term of the Partner Agreement.

26. CONFLICT RESOLUTION

First-level conflict resolution. All disputes and differences between the Parties, which arise when executing this Agreement and the Order Form, will be solved through negotiations between the Parties within a maximum period of four (4) weeks from the day one of the Parties requests the other Party to negotiate a dispute or difference.

Second-level conflict resolution. In case the disputes or differences between the Parties have not been resolved through negotiations between the Parties, then the Parties agree to resolve their disputes or differences with the help of the Chamber of Commerce of the City of Madrid (Spain) within a maximum period of an additional two (2) months starting on the day in which the first-level resolution ended. The arbitral tribunal of this chamber will be made of three persons nominated by the Chamber. The language of the conflict resolution will be Spanish. The location of the conflict resolution will be Madrid (Spain).

27. TERMINATION

27.1 Termination for Cause. You or We can terminate this Agreement for cause. If one party breaches this Agreement and that breach remains unresolved, then the other party may terminate this Agreement on a 30-day written notice to the other party. If one party becomes the subject of a petition of bankruptcy, then the other party can terminate this Agreement on a 10-day written notice to the other party.

27.2 Refund upon Termination. (a) If You have breached this Agreement and We have terminated it, then You have no right of any kind of refund for the license or service fees paid for the current license period or any kind of refund related to Your payments for the Application Services of the then-current year. (b) If Calvi Systems materially breaches its obligations under this Agreement and You terminate this Agreement, then You shall be entitled to a pro-rata refund of prepaid license fees for the unused portion of the then-current License Period, calculated from the effective date of termination. (c) Early termination without cause: Unless expressly agreed otherwise in the Order Form, prepaid license fees are non-refundable in the event of voluntary early termination by You.

27.3 Export of Your Data. Independent of how this Agreement has been terminated, You have thirty (30) days after the termination of this Agreement to export the portion of Your Data which is exportable through the use of the Application Services. Additionally, You can subcontract to Calvi Systems on a separate agreement the export of additional of Your Data for a fee that corresponds to the effort of exporting Your Data. Upon expiry of the 30-day period, Calvi Systems will proceed to the secure deletion of Your Data.

27.4 Surviving Provisions. 18 (Proprietary Rights), 19 (Confidentiality), 20 (Protection of Personal Data), 21 (Representations and Warranties), 22 (Warranties and Disclaimers), 23 (Limitation of Liability), 27 (Termination), 27.2 (Refund upon Termination), 27.3 (Export of Your Data), 28 (Notice), 29 (General Provisions) shall survive any termination or expiration of this Agreement.

28. NOTICE

You will send any notice related to this Agreement in writing to the Calvi Systems legal department at info@calvisystems.com.

We will send any notice related to this Agreement in writing to Your address as indicated in the Order Form.

If you have access to the Application Services on a free trial basis, We will send any notice related to this Agreement in writing to the address stored in ExxpertApps when We setup Your access to the Application Services.

29. GENERAL PROVISIONS

Assignment. Neither Party may assign any of its rights or obligations of this Agreement or the Order Form or the Partner Agreement to a third party without the written consent of the other Party.

Entire Agreement. If You are a Client, this Agreement together with the Order Form constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements. If You are a Partner, this Agreement together with the Partner Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements.

Export Compliance. Calvi Systems does not provide Application Services to individuals or companies that are based in countries to which either the European Union or the United States of America have export restrictions. You represent that You are not on a denied-party list of the European Union or the United States of America and that You will not provide access to the Application Services to any individual or company who is on such a list.

Governing Law. This Agreement is governed by the law of Spain. For any dispute arising from or related to this Agreement, both parties agree to use the courts of Madrid, Spain.

Non-Solicitation. You will not attempt to hire or assist in hiring anyone currently employed at Calvi Systems. In case this happens, Calvi Systems is entitled to request injunctive relief for the damages that have been caused by hiring somebody from Calvi Systems. We will not attempt to hire nor assist in hiring anyone currently employed at a Client.

New Versions. We retain the right to change this Agreement when needed. We will inform You about the change one month in advance. If you don't agree to the changes, you have the right to cancel this Agreement and the Order Form with a three-month (3) notice but no refund on the upfront paid ExxpertApps licenses.

Relationship of the Parties. The parties are independent contractors. This Agreement does not create any kind of dependence between the parties.

Severability. If any provision of this Agreement is held against the law and must be modified, all remaining provisions of this Agreement shall remain in effect.

Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.