



OPTICKS' Terms and Conditions

V.3.1 – 30 04 2025

1. BACKGROUND

- 1.1. These OPTICKS' Terms and Conditions (the **Terms and Conditions**) apply to, and govern, Your use of Our Services.
- 1.2. When You (the **Customer**) contract Our Services by executing the OPTICKS Purchase Terms (as defined in clause 2 below), You acknowledge and agree, and undertake to comply with, these Terms and Conditions.
- 1.3. In case of contradiction between these Terms and Conditions and the Purchase Terms, the Purchase Terms shall prevail.
- 1.4. In this Agreement **We, Us, or Our** refers to OPTICKS SECURITY, S.L. (Spanish company holder of Tax ID. Nr. B67224550), and **You or Your** refers to Customer, as identified in the Purchase Terms. You and We can be jointly referred herein as the **Parties**, and each a **Party**.
- 1.5. Questions about this Agreement may be directed to: customer@optickssecurity.com.

2. DEFINITIONS

- 2.1. In this Agreement:

"Account" means an account enabling a person to access and use the Subscription Services, including both administrator accounts and user accounts.

"Affiliate" means an entity that Controls, is Controlled by, or is under common Control with the relevant entity.

"Agreement" means, jointly, these Terms and Conditions (as amended from time to time), the Purchase Terms (as amended from time to time), and all materials referred or linked to in those two documents.

"Business Day" means any weekday other than a bank or public holiday in Barcelona (Spain).

"Business Hours" means the hours of 09:00 to 18:00 CET on a Business Day.

"Control" means the legal power to control (directly or indirectly) the management of an entity (and **"Controlled"** should be construed accordingly).

"Customer" means You, as identified in the Purchase Terms.

"Effective Date" means the day the Agreement comes into force, and, except if otherwise specified in the Purchase Terms, this will be the day that the Purchase Terms are signed by You (and in case of several signatories acting on behalf of the Customer, the day that the Purchase Terms are signed by all of them).

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars).

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and these "intellectual property rights" include copyright and related rights, database rights, confidential information, trade secrets, know-how, business names, trade names, trademarks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs).

"Maintenance Services" means the general maintenance of the Platform and Subscription Services.

"Party(ies)" means OPTICKS and Customer, or any of them individually as established in clause 1.4.

"Platform" means the platform managed by OPTICKS and used by OPTICKS to provide the Subscription Services, including the application and database software for the Subscription Services, the system and server software used to provide the Subscription Services, and the computer hardware on which that application, database, system and server software is installed.

"Purchase Terms" means the offer submitted by OPTICKS to You, and signed by You as proof of acceptance, containing the particular terms that will apply to the Subscription Services contracted, as may be amended from time to time (by mutual agreement of the Parties).

"**Overages**" has the meaning set out in clause 8.5.

"**Services**" means OPTICKS' web-based antifraud, traffic analysis and performance marketing solutions, tools and platforms developed, operated, and maintained by OPTICKS, accessible via www.optickssecurity.com or any another designated URL, and any ancillary products and services, including website hosting, that OPTICKS offers to its Customers.

"**Subscription Services**" means the particular Services that You have contracted, as per the Purchase Terms, and all materials referred or linked thereto.

"**Subscription Fee**" means the recurring charge owed by the Customer to OPTICKS for the Subscription Services, during a Subscription Period.

"**Subscription Period**" means the period included in the Purchase Terms (section "Subscription Details"), and each renewal thereafter.

"**Support Services**" means the support to Customer given in relation to the use of, and the identification and resolution of errors in, the Platform and the Subscription Services, but shall not include the provision of training services.

"**Term**" means the term of this Agreement, commencing on the Effective Date and ending in accordance with the terms of clause 3;

"**Terms and Conditions**" means these OPTICKS' Terms and Conditions, as established in clause 1.1 above;

"**User License**" has the meaning set out in clause 4.3.

"**Update**" means a hotfix, patch or minor version update to any Platform software; and

"**Upgrade**" means a major version upgrade of any Platform software.

3. TERM & TERMINATION

- 3.1. This Agreement shall come into force on the Effective Date.
- 3.2. This Agreement will continue in full force and effect, and therefore the Subscription Services will be rendered by Us to You during the Subscription Period (specified in the Purchase Terms).
- 3.3. Upon termination of the first Subscription Period, Your subscription (and therefore this Agreement) will automatically renew for subsequent Subscription Periods (of the same length as the previous Subscription Period, save if a different length is expressly agreed by the Parties).
- 3.4. Unless otherwise agreed in writing in the Purchase Terms, to prevent renewal of Your subscription (and therefore this Agreement), You or We must give written notice of non-renewal to the other Party, at least 30 days prior to the renewal effective date.
- 3.5. Either Party may terminate this Agreement immediately by giving written notice of termination to the other Party:
 - (a) in the event of breach by the other Party of its undertakings under this Agreement (i) where such breach is serious and irremediable; or (b) if being remediable, it is not remedied within FIFTEEN (15) days from the moment when the infringing Party was compelled to do so in writing; in such event the non-breaching Party will be also entitled to claim to the breaching Party the compensation for the damages suffered as a result of the breach; and/or
 - (b) in the event there are facts or circumstances that show that economic and financial capacity of the other Party has significantly decreased, so that it can entail bankruptcy or any other proceeding relating to insolvency, cessation of business, liquidation or assignment for the benefit of creditors (or any analogous status in the relevant jurisdiction) or non-fulfilment of its commercial undertakings;

In case the Agreement is terminated due to Customer's breach, We will not provide any refunds of prepaid fees or unused Subscription Fees, and You will promptly pay all Subscription Fee corresponding to the whole foreseen Subscription Period that was in force at the moment of termination (regardless the early termination).

In the remaining termination events set out in clause 3.6, Subscription Fees will only accrue until the effective termination date.

- 3.6. OPTICKS may terminate the Agreement at any time by giving the Customer a THREE (3) months prior written notification (in which case the current Subscription Period will end on the effective termination date).
- 3.7. The following sections will survive any termination of the Agreement: 11 (REPRESENTATIONS AND WARRANTIES), 12 (DISCLAIMER), 13 (LIMITATION OF LIABILITY), 14 (INDEMNIFICATION), 16 (CONFIDENTIALITY), 17 (MISCELLANEOUS) and 18 (GOVERNING LAW AND JURISDICTION).

4. SUBSCRIPTION SERVICES

- 4.1. OPTICKS shall provide instructions for the Customer to create its Account, on, prior, or promptly following the Effective Date.
- 4.2. The implementation of the Subscription Services entails that We will analyse Your traffic for potential fraud; and provide prevention solutions according to the scope agreed. A set-up and/or technical integration needs to be done on Customer's (Your) side according to the technical instructions that will be provided by Us.
- 4.3. We hereby grant You, during the Term, a limited, non-exclusive, non-transferable, non-sublicensable and revocable license to access, use and implement the Subscription Services for Your internal business purposes only (not for commercialization) in accordance with the Agreement (the **User License**).
- 4.4. The User License does not include or authorize any resale or commercial use of the Subscription Services, or any derivative tool, program or service.
- 4.5. The User License may only be used by the officers, employees and representatives of the Customer or Customer's Affiliates.
- 4.6. Except to the extent expressly permitted in this Agreement or required by law on a non-excludable basis, the User Licence granted by OPTICKS to the Customer is subject to the following prohibitions:
 - (a) the Customer must not sub-license its right to access and use the Subscription Services;
 - (b) the Customer must not permit any unauthorised person to access or use the Subscription Services;
 - (c) the Customer must not use the Subscription Services to provide services to third parties;
 - (d) the Customer must not republish or redistribute any content or material from the Subscription Services;
 - (e) the Customer must not make any alteration to the Platform; and
 - (f) the Customer must not conduct or request that any other person conduct any load testing or penetration testing on the Platform or Subscription Services without the prior written consent of OPTICKS.
- 4.7. The Customer shall use reasonable endeavours, including reasonable security measures relating to Account access details, to ensure that no unauthorised person may gain access to the Subscription Services using an Account. Customer assumes sole responsibility for maintaining the confidentiality and security of the username and password used to manage the Account, and assumes sole responsibility for all activities that occur under the Account or via use of Customer's password.
- 4.8. The Parties acknowledge and agree that Schedule 3 (Availability SLA) shall govern the availability of the Subscription Services.
- 4.9. The Customer must comply with Schedule 2 (Acceptable Use Policy), and must ensure that all persons using the Subscription Services, within the authority of the Customer or its Affiliates, by means of an Account granted as per the Agreement with the Customer, comply with Schedule 2 (Acceptable Use Policy).
- 4.10. The Customer must not use the Subscription Services in any way that causes, or may cause, damage to the Subscription Services or Platform or impairment of the availability or accessibility of the Subscription Services.
- 4.11. For the avoidance of doubt, the Customer has no right to access the software code (including object code, intermediate code and source code) of the Platform, either during or after the Term.
- 4.12. OPTICKS may suspend the provision of the Subscription Services if any amount due to OPTICKS but unpaid by Customer is not received by OPTICKS within FIFTEEN (15) days following OPTICKS' demand (regardless OPTICKS' right to terminate the Agreement).

5. MAINTENANCE SERVICES

- 5.1. OPTICKS shall provide the Maintenance Services to the Customer during the Term.
- 5.2. OPTICKS shall provide the Maintenance Services in accordance with the standards of skill and care reasonably expected from a leading service provider in OPTICKS' industry
- 5.3. OPTICKS shall provide the Maintenance Services in accordance with Schedule 4 (Maintenance SLA).

- 5.4. OPTICKS may suspend the provision of the Maintenance Services if any amount due to OPTICKS but unpaid by Customer is not received by OPTICKS within FIFTEEN (15) days following OPTICKS' demand (regardless OPTICKS' right to terminate the Agreement).

6. SUPPORT SERVICES

- 6.1. OPTICKS shall provide the Support Services to the Customer during the Term.
- 6.2. OPTICKS shall provide the Support Services in accordance with the standards of skill and care reasonably expected from a leading service provider in OPTICKS' industry.
- 6.3. OPTICKS shall provide the Support Services in accordance with Schedule 5 (Support SLA).
- 6.4. OPTICKS may suspend the provision of the Support Services if any amount due to OPTICKS but unpaid by Customer is not received by OPTICKS within FIFTEEN (15) days following OPTICKS' demand (regardless OPTICKS' right to terminate the Agreement).

7. CUSTOMER OBLIGATIONS

- 7.1. Save to the extent that the parties have agreed otherwise in writing, the Customer must provide to OPTICKS, or procure for OPTICKS, such:
- (a) co-operation, support and advice;
 - (b) information and documentation; and
 - (c) governmental, legal and regulatory licences, consents and permits,
- as are reasonably necessary to enable OPTICKS to perform its obligations under this Agreement.
- 7.2. The Customer must provide to OPTICKS, or procure for OPTICKS, such access to the Customer's information as may be reasonably required by OPTICKS to enable OPTICKS to perform its obligations under this Agreement.

8. SUBSCRIPTION FEES

- 8.1. The Customer shall pay OPTICKS the Subscription Fees for the Subscription Services, in accordance with the Subscription Pack contracted by Customer (Schedule 1 for reference) and the Purchase Terms agreed between the Parties.
- 8.2. As general principle, the Subscription Fee will remain fixed during the first Subscription Period, unless otherwise agreed by Parties in writing. Notwithstanding the foregoing, We may increase Your Subscription Fee if you: (i) exceed your limits (See Overages), including analysis limit, (ii) upgrade products or base packages, or (iii) subscribe to additional features or products, including additional analysis.
- 8.3. Upon renewal, we may increase your Subscription Fee up to our then-current list price. We will notify You in advance of Your renewal and the increased fees will apply at the start of the next Subscription Period. If you do not agree to this increase, You can choose to terminate Your subscription at the end of Your then-current Subscription Period by giving written notice to OPTICKS within FIFTEEN (15) days upon reception of the price increase notification (but in all cases prior the commencement of the new Subscription Period).
- 8.4. Subscription Fees paid under this Agreement are non-refundable, except as otherwise agreed in this Agreement, inclusive Schedule 3 (Availability SLA).
- 8.5. In the event that for a given month You incur in **Overages** (meaning: the number of effective analyses exceeds the contracted number of clicks and/or conversions as per the Subscription Services), You undertake to pay OPTICKS the corresponding amount for such Overages.

8.6. DOWNGRADES

Before the end of a Subscription Period, You will be entitled to downgrade Your contracted Subscription Services (for a modality with lower number of contracted analyses) for the subsequent Subscription Period.

To downgrade subscription, You must give written notice to OPTICKS of the downgrade requested at least 30 days prior to the renewal effective date.

In such case, downgrade will be effective from day 1 of the subsequent Subscription Period.

8.7. UPGRADES

You can upgrade Your contracted Services Subscription (for a modality with higher number of contracted analyses) at any time by means of written notification to OPTICKS. Save if You expressly specify otherwise in Your notification, upgrade will be effective as from Your notification and valid for the month then current. Within FIFTEEN (15) days as of Your upgrade notification, OPTICKS will invoice the difference between prior and new contracted Subscription Services Pack.

9. PAYMENTS

- 9.1. Subscription Fees will be prepaid by Customer monthly, during the first TEN (10) days of each month. OPTICKS will issue the corresponding invoices, accordingly.
- 9.2. Overages will be invoiced by OPTICKS in arrears, within the first TEN (10) days of the following month, and payment will be due on invoice date.
- 9.3. For avoidance of doubt, failure to use Your Account or the Subscription Services does not constitute a basis for You refusing to pay the amounts and fees established in the Agreement for the whole relevant Subscription Period.
- 9.4. All amounts set out in this Agreement will be payable in Euros. Customer is responsible for any costs resulting from currency exchange.
- 9.5. Amounts included in the Agreement are VAT (and other applicable taxes) excluded. Customer is responsible for paying any and all applicable taxes, in accordance with the prevailing applicable laws.
- 9.6. As general rule payments will be made by wire transfer through are auto-collect system. Customer is responsible for any fees associated with sending a wire transfer.
- 9.7. You acknowledge and agree that We will not be required to obtain additional authorization for each monthly billing.
- 9.8. If the Customer does not pay any amount due to OPTICKS under this Agreement, and such failure is not remedied within FIFTEEN (15) days upon OPTICKS demand, the due amounts will accrue (from the payment due date) an interest at the rate of 8% per annum above the Bank of Spain base rate from time to time (which interest will accrue daily until the date of actual payment date and be compounded at the end of each calendar month).
- 9.9. You agree to pay all costs of collection, including attorney's fees and costs, on any outstanding balance not paid by You after OPTICKS' demand.

10. SUSPENSION

- 10.1. Notwithstanding any of the provisions of this Agreement, We reserve the right to immediately suspend Your use of the Subscription Services where We believe that: (a) You breached this Agreement; or (b) You or Your Affiliates (directly or indirectly) are conducting commercial activities that are not fully compliant with all applicable local, state and federal laws and regulations.

11. REPRESENTATIONS AND WARRANTIES

- 11.1. Each Party will make every effort to uphold the highest ethical and commercial standards.
- 11.2. Each Party represents and warrants to the other Party that: (i) it has the full corporate right, power and authority to enter into the Agreement and to perform the acts required of it hereunder; (ii) when executed and delivered (by means of the execution of the relevant Services Terms), this Agreement will constitute a legal, valid and binding obligation for such Party, enforceable against the same in accordance with its terms; and (iii) it will act in accordance with all applicable laws, rules and regulations.
- 11.3. Additionally, OPTICKS warrants to the Customer that the Platform and Subscription Services will incorporate security features reflecting the requirements of good industry practice.

If OPTICKS reasonably determines, or any third party alleges, that the use of the Subscription Services by the Customer in accordance with this Agreement infringes any person's Intellectual Property Rights, OPTICKS may at its own cost and expense: (a) modify the Subscription Services in such a way that they no longer infringe the relevant Intellectual Property Rights; or (b) procure for the Customer the right to use the Subscription Services in accordance with this Agreement.

- 11.4. Schedule 6 sets out the Parties' commitments on Antibribery and on Anti-money Laundering and Counter-Terrorism Financing.

12. DISCLAIMER

- 12.1. Except as expressly set forth herein, to the fullest extent of all applicable laws, the websites (including all information thereon), the software and the platforms that implement or form part of the Subscription Services and any tools derived from the same, as well as any other Services provided by or through OPTICKS Platform, are provided as a neutral host and on an "as is" basis, and We disclaim: (i) all representations or warranties, expressed or implied, regarding the Services, websites, or otherwise relating to this Agreement, including any implied warranties of merchantability, fitness for a particular purpose or arising from course of dealing or course of performance; (ii) any warranty that the platforms, our product, Services or information will operate uninterrupted, error-free, or that the servers are free of viruses, spyware, malware or other harmful components; and (iii) liability for any third party's security methods and protection procedures. Further, We make no representation or warranty with respect to any results obtainable through the Subscription Services and/or our solutions and/or associated products. You must use industry-recognized software to detect and disinfect viruses from any download. No advice or information, whether verbal or written, We give through the platforms, websites, and/or otherwise shall create any warranty, representation and/or guarantee not expressly stated herein.
- 12.2. You acknowledge and agree that there are risks associated with utilizing an internet-based service including, but not limited to, the risk of failure of hardware, software and internet connections, the risk of malicious software introduction, and the risk that third parties may obtain unauthorized access to information stored within your account, including, but not limited to your data.

13. LIMITATION OF LIABILITY

- 13.1. In no event shall You or We be liable for any special, indirect or consequential damages, including but not limited to loss of profits, whether in an action in contract, tort (including but not limited to negligence) or otherwise, arising out of or in any way connected with the use of or inability to use the Subscription Services and the implementation of this Agreement.
- 13.2. In no event shall OPTICKS be liable for any damages caused by or resulting from reliance on any information obtained by using the Subscription Services, or that result from mistakes, omissions, interruptions, deletion of files or email, errors, defects, viruses, delays in operation or transmission or any failure of performance, whether or not resulting from a force majeure event, communications failure, theft, destruction or unauthorized access to company records, programs or services.
- 13.3. To the extent permitted by law, the total and maximum aggregate liability of OPTICKS arising from the Agreement for all claims (regardless the form of action) will be limited to THREE (3) months of Subscription Fee.
- 13.4. In no event, OPTICKS will be liable towards third parties different from Customer.
- 13.5. The foregoing limitations are fundamental to the entering into this Agreement by OPTICKS and render the Subscription Services for the Subscription Fee. You declare, acknowledge and accept that it is fair and reasonable for us to rely on the foregoing limitations for the execution of this Agreement and provision of the Subscription Services hereunder.

14. INDEMNIFICATION

CLAIMS AGAINST YOU

- 14.1. We, at Our own expense (and subject to the limitations established in clause 13 above), will defend, indemnify and hold You harmless against any losses, damages, liabilities, penalties, costs and expenses, including without limitation reasonable attorneys' fees, and pay any settlement amounts or awarded damages arising out of any third party claim, suit or action to the extent that such claim, suit or action is based upon an allegation that: (i) Our performance of any of Our obligations contemplated under this Agreement infringes third party rights; or (ii) We have materially breached any of Our obligations, representations or warranties hereunder. The foregoing obligations are conditioned on You promptly notifying Us in writing of such claim.

CLAIMS AGAINST US

- 14.2. You, at Your own expense (and subject to the limitations established in clause 13 above), will defend, indemnify and hold Us harmless against any losses, damages, liabilities, penalties, costs and expenses, including without limitation reasonable attorneys' fees, and pay any settlement amounts or awarded damages arising out of any third party claim, suit or proceeding, to the extent that such claim, suit or action is based upon an allegation that: (i) Your performance of any of Your obligations contemplated under this Agreement infringes any rights of any third party; or (ii) You have breached any of Your obligations, representations or warranties hereunder. The foregoing obligations are conditioned on Us promptly notifying You in writing of such claim.

- 14.3. It is expressly placed on record that in no event You will be entitled to suspend or retain payments in case a claim is brought against OPTICKS, being all payments accrued from this Agreement due and payable in the terms of clause 9.

15. DATA PROTECTION

- 15.1. The parties shall comply, at all times, with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 regarding the protection of individuals with regard to the processing of personal data and the free circulation of these data ("**GDPR**") and with any other applicable laws.
- 15.2. The personal data of the persons included in these Terms and Conditions, as well as those personal data related to the Parties' employees or collaborators that may arise during the execution of the contractual relationship, shall be processed by the relevant Party as an independent controller in order to manage this contractual relationship. These persons may exercise their rights recognized in the GDPR, when applicable, by addressing the other Party at the addresses indicated in the heading of these Terms and Conditions. The data subjects may find further information in the Parties respective website privacy policies.
- 15.3. Besides, considering that the performance of Services involves data processing, OPTICKS will act as Customer processor in accordance with the provisions of Schedule 7 (Data Processing Agreement).

16. CONFIDENTIALITY

- 16.1. The Parties agree that they shall not disclose to third parties and shall keep strictly confidential (i) any information or material in connection with the Agreement (including information contained in the this Agreement, and specifically including pricing terms); (ii) any information or material provided by the other Party, its representatives, employees or collaborators during the course of the commercial relationship between the Parties, save for to the extent required in order to execute the Subscription Services described herein or in the event such information is required by a competent tribunal or authority. In particular, the Parties shall adopt the necessary safety measures and procedures to protect the confidential nature of said information, in accordance with laws regulating intellectual property and protection of personal data.
- 16.2. These obligations shall remain in force even after the commercial relationship between the Parties has terminated, until the relevant information becomes of public domain.

17. MISCELLANEOUS

17.1. PUBLICITY

You agree that OPTICKS may include Your name (including any trade name, trademark, service mark and logo) on OPTICKS' clients or clients list and in its marketing materials and sales presentations and provide OPTICKS with the license to use its trade names, trademarks, service marks and logo for the purpose hereof.

17.2. OWNERSHIP

OPTICKS Platform and OPTICKS Services and all content, including, without limitation, entire or partial algorithms, code and code segments, trading strategies, data transformations, data analysis and manipulation functions, tools, software, data, databases, text, messages, images, graphics, video files, audio files, ideas and other information and materials, and the selection and arrangement thereof, are Our proprietary property or are licensed to Us and are protected by the Spanish regulations and international intellectual property laws. Any use, copying, redistribution and/or publication of any part of OPTICKS Platform and/or OPTICKS Services, other than as authorized by this Agreement or expressly authorized in writing by Us, is strictly prohibited. In addition, the look and feel of the OPTICKS' Platforms and Websites is part of Our Intellectual Property Rights and may not be copied, imitated or used, in whole or in part, without Our prior written permission. You do not acquire any ownership rights to the Platforms or any of Our materials made available by and through the Subscription Services, website, platform, software, or services, and We reserve all rights not expressly granted in this Agreement.

17.3. FORCE MAJEURE

Other than for payment obligations arising hereunder, the Parties agree that neither You nor We will be liable for failure to perform caused by acts of God, fires, explosions, telecommunications, Internet or network failure, results of vandalism or computer hacking, storm or other natural occurrences, national emergencies, insurrections, riots, wars, strikes or other labour

difficulties, or any act or omission of any other person or entity. You or We will give Us or You notice and will use commercially reasonable efforts to minimize the impact of any such event.

17.4. SEVERABILITY AND SURVIVABILITY

If any provision or any portion of any provision of this Agreement is held to be invalid or unenforceable for any reason, such determination shall not affect the validity or enforceability of the remaining provisions hereof.

17.5. MODIFICATION OF THE AGREEMENT

OPTICKS reserves the right to modify, from time to time and in its sole discretion these Terms and Conditions. In case of modification of these Terms and Conditions, OPTICKS will communicate said modification to You. The notified modification shall be deemed accepted by You provided that You continue using the Subscription Services. In case You communicate Us Your disagreement with the reviewed Terms and Conditions, We will be entitled to terminate the Agreement (such termination shall be effective in THREE (3) months upon communication).

18. GOVERNING LAW AND JURISDICTION

- 18.1. The Agreement between the Parties is governed by and interpreted (without giving effect to conflict of laws principles) in accordance with the Spanish law.
- 18.2. The Parties expressly submit any disputes arising in connection with the validity, interpretation or performance of the Agreement, to the jurisdiction of the courts of the city of Barcelona, waiving any other jurisdiction which may correspond to them.

SCHEDULE 1. SUBSCRIPTION SERVICES PACKS**1. Pricing**

1.1 Pricing tiers

Tier	Base price (monthly)	Number of included clicks	Included features
Lite	50€	10,000	<ul style="list-style-type: none"> • 1 user • Real-time Analytics for all your traffic channels • Conversion analysis • Custom Alerts and Watchlist • Email and Chat support
Pro	200€	100,000	<ul style="list-style-type: none"> • 5 users • All features in Lite plan • Automated prevention in all supported channels (Google, Meta, Microsoft, TikTok) • Performance and Benchmark dashboards • Detailed Forensics for each click
Max	699€	300,000	<ul style="list-style-type: none"> • 10 users • All features in Lite and Pro plans • Custom click-by-click Reports • API Integration

a. Amounts included are VAT (and other applicable taxes) excluded.

1.2 A 20% yearly discount applies when a full year is purchased upfront.

2. Overages

2.1 When surpassing the number of allowed clicks in each tier, the following overages apply at the end of the billing cycle:

Tier	Extra price per click
Lite	0,001€
Pro	0,003€
Max	0,002€

SCHEDULE 2 (ACCEPTABLE USE POLICY)**1. Introduction**

- 1.1 This acceptable use policy (the "**Policy**") sets out the rules governing:
- (a) the use of the website at *www.optickssecurity.com*, any successor website, and the services available on that website or any successor website (the "**Services**"); and
 - (b) the transmission, storage and processing of content by you, or by any person on your behalf, using the Services ("**Content**").
- 1.2 References in this Policy to "you" are to any Customer for the Services and any individual user of the Services (and "your" should be construed accordingly); and references in this Policy to "us" are to *Opticks* (and "we" and "our" should be construed accordingly).
- 1.3 By using the Subscription Services, you agree to the rules set out in this Policy.
- 1.5 You must be at least 18 years of age to use the Subscription Services; and by using the Subscription Services, you warrant and represent to us that you are at least 18 years of age.

2. General usage rules

- 2.1 You must not use the Subscription Services in any way that causes, or may cause, damage to the Subscription Services or impairment of the availability or accessibility of the Subscription Services.
- 2.2 You must not use the Subscription Services:
- (a) in any way that is unlawful, illegal, fraudulent, deceptive or harmful; or
 - (b) in connection with any unlawful, illegal, fraudulent, deceptive or harmful purpose or activity.
- 2.3 You must ensure that all content complies with the provisions of this Policy.

3. Unlawful Content

- 3.1 Content must not be illegal or unlawful, must not infringe any person's legal rights, and must not be capable of giving rise to legal action against any person (in each case in any jurisdiction and under any applicable law).
- 3.2 Content must not:
- (a) be libellous or maliciously false;
 - (b) be obscene or indecent;
 - (c) infringe any copyright, moral right, database right, trade mark right, design right, right in passing off, or other intellectual property right;
 - (d) infringe any right of confidence, right of privacy or right under data protection legislation;
 - (e) constitute negligent advice or contain any negligent statement;
 - (f) constitute an incitement to commit a crime, instructions for the commission of a crime or the promotion of criminal activity;
 - (g) be in contempt of any court, or in breach of any court order;
 - (h) constitute a breach of racial or religious hatred or discrimination legislation;
 - (i) be blasphemous;
 - (j) constitute a breach of official secrets legislation; or
 - (k) constitute a breach of any contractual obligation owed to any person.
- 3.3 You must ensure that content is not and has never been the subject of any threatened or actual legal proceedings or other similar complaint.

5. Factual accuracy

- 5.1 Content must not be untrue, false, inaccurate or misleading.
- 5.2 Statements of fact contained in content and relating to persons (legal or natural) must be true; and statements of opinion contained in content and relating to persons (legal or natural) must be reasonable, be honestly held and indicate the basis of the opinion.

6. Negligent advice

- 6.1 Content must not consist of or contain any legal, financial, investment, taxation, accountancy, medical or other professional advice, and you must not use the Services to provide any legal, financial, investment, taxation, accountancy, medical or other professional advisory services.
- 6.2 Content must not consist of or contain any advice, instructions or other information that may be acted upon and could, if acted upon, cause death, illness or personal injury, damage to property, or any other loss or damage.

7. Etiquette

- 7.1 Content must be appropriate, civil and tasteful, and accord with generally accepted standards of etiquette and behaviour on the internet.
- 7.2 Content must not be offensive, deceptive, threatening, abusive, harassing, menacing, hateful, discriminatory or inflammatory.
- 7.3 Content must not be liable to cause annoyance, inconvenience or needless anxiety.
- 7.4 You must not use the Subscription Services to send any hostile communication or any communication intended to insult, including such communications directed at a particular person or group of people.
- 7.5 You must not use the Subscription Services for the purpose of deliberately upsetting or offending others.
- 7.6 You must not unnecessarily flood the Subscription Services with material relating to a particular subject or subject area, whether alone or in conjunction with others.
- 7.7 You must ensure that content does not duplicate other content available through the Subscription Services.
- 7.8 You must ensure that content is appropriately categorised.
- 7.9 You should use appropriate and informative titles for all content.
- 7.10 You must at all times be courteous and polite to other users of the Subscription Services.

8. Marketing and spam

- 8.1 You must not without our written permission use the Subscription Services for any purpose relating to the marketing, advertising, promotion, sale or supply of any product, service or commercial offering.
- 8.2 Content must not constitute or contain spam, and you must not use the Subscription Services to store or transmit spam - which for these purposes shall include all unlawful marketing communications and unsolicited commercial communications.
- 8.3 You must not send any spam or other marketing communications to any person using any email address or other contact details made available through the Subscription Services or that you find using the Subscription Services.
- 8.4 You must not use the Subscription Services to promote, host or operate any chain letters, Ponzi schemes, pyramid schemes, matrix programs, multi-level marketing schemes, "get rich quick" schemes or similar letters, schemes or programs.
- 8.5 You must not use the Subscription Services in any way which is liable to result in the blacklisting of any of our IP addresses.

9. Regulated businesses

- 9.2 You must not use the Subscription Services for any purpose relating to the offering for sale, sale or distribution of drugs or pharmaceuticals.
- 9.3 You must not use the Subscription Services for any purpose relating to the offering for sale, sale or distribution of knives, guns or other weapons.

10. Monitoring

- 10.1 You acknowledge that we may actively monitor the content and the use of the Subscription Services.

11. Data mining

- 11.1 You must not conduct any systematic or automated data scraping, data mining, data extraction or data harvesting, or other systematic or automated data collection activity, by means of or in relation to the Subscription Services.

12. Hyperlinks

- 12.1 You must not link to any material using or by means of the Subscription Services that would, if it were made available through the Subscription Services, breach the provisions of this Policy.

13. Harmful software

- 13.1 The content must not contain or consist of, and you must not promote, distribute or execute by means of the Subscription Services, any viruses, worms, spyware, adware or other harmful or malicious software, programs, routines, applications or technologies.
- 13.2 The content must not contain or consist of, and you must not promote, distribute or execute by means of the Subscription Services, any software, programs, routines, applications or technologies that will or may have a material negative effect upon the performance of a computer or introduce material security risks to a computer.

SCHEDULE 3 (AVAILABILITY SLA)**1. Introduction to availability SLA**

- 1.1 This Schedule 3 sets out OPTICKS' availability commitments relating to the Subscription Services.
- 1.2 In this Schedule 3, "uptime" means the percentage of time during a given period when the Subscription Services are available at the gateway between public internet and the network of the hosting services provider for the Subscription Services.

2. Availability

- 2.1 OPTICKS shall use reasonable endeavours to ensure that the uptime for the Subscription Services is at least 99.9% during each calendar month.
- 2.2 OPTICKS shall be responsible for measuring uptime, and shall do so using any reasonable methodology.
- 2.3 The Customer can access uptime report measurements at <https://status.optickssecurity.com/> or equivalent service.

3. Service credits

- 3.1 In respect of each calendar month during which the Subscription Services uptime is less than the commitment specified in Paragraph 2.1, the Customer shall earn service credits in accordance with the provisions of this Part 3.
- 3.2 The service credits earned by the Customer shall be as follows:

Uptime	Service Credits equivalent to:
98% to 99,89999%	10% of Subscription Fee
96% to 98%	20% of Subscription Fee
90% to 96%	30% of Subscription Fee
Less than 89,9%	100% of Subscription Fee

- 3.3 OPTICKS shall deduct an amount equal to the service credits due to the Customer under this Part 3 from amounts invoiced in respect of the Fees for the Subscription Services. All remaining service credits shall be deducted from each invoice issued following the reporting of the relevant failure to meet the uptime commitment, until such time as the service credits are exhausted.
- 3.4 Service credits shall be the sole remedy of the Customer in relation to any failure by OPTICKS to meet the uptime guarantee in Paragraph 2.1.
- 3.5 Upon the termination of this Agreement, the Customer's entitlement to service credits shall immediately cease, save that service credits earned by the Customer shall be offset against any amounts invoiced by OPTICKS in respect of Subscription Services following such termination.

4. Exceptions

- 4.1 Downtime caused directly or indirectly by any of the following shall not be considered when calculating whether OPTICKS has met the uptime guarantee given in Paragraph 2.1:
- (a) a Force Majeure Event;
 - (b) a fault or failure of the internet or any public telecommunications network;
 - (c) a fault or failure of OPTICKS' hosting infrastructure services provider, unless such fault or failure constitutes an actionable breach of the contract between OPTICKS and that company;
 - (d) a fault or failure of the Customer's computer systems or networks;
 - (e) any breach by the Customer of this Agreement; or
 - (f) scheduled maintenance carried out in accordance with this Agreement.

SCHEDULE 4 (MAINTENANCE SLA)**1. Introduction**

- 1.1 This Schedule 4 sets out the service levels applicable to the Maintenance Services.

2. Scheduled Maintenance Services

- 2.1 OPTICKS shall where practicable give to the Customer at least 2 Business Days' prior written notice of scheduled Maintenance Services that are likely to affect the availability of the Subscription Services or are likely to have a material negative impact upon the Subscription Services, without prejudice to OPTICKS' other notice obligations under this Schedule 4.
- 2.2 OPTICKS shall provide all scheduled Maintenance Services.

3. Updates

- 3.2 OPTICKS shall apply Updates to the Platform as follows:
- (a) third party security Updates shall be applied to the Platform [promptly following release by the relevant third party, providing that OPTICKS may acting reasonably decide not to apply any particular third-party security Update];
 - (b) OPTICKS' security Updates shall be applied to the Platform promptly following the identification of the relevant security risk and the completion of the testing of the relevant Update; and
 - (c) other Updates shall be applied to the Platform in accordance with any timetable notified by OPTICKS to the Customer or agreed by the parties from time to time.

4. Upgrades

- 4.3 OPTICKS shall apply each Upgrade to the Platform within any period notified by OPTICKS to the Customer or agreed by the parties in writing.

SCHEDULE 5 (SUPPORT SLA)**1. Introduction**

- 1.1 This Schedule 5 sets out the service levels applicable to the Support Services.

2. Helpdesk

- 2.1 OPTICKS shall make available to the Customer a helpdesk in accordance with the provisions of this Schedule 5.
- 2.2 The Customer may use the helpdesk for the purposes of requesting and, where applicable, receiving the Support Services; and the Customer must not use the helpdesk for any other purpose.
- 2.3 OPTICKS shall ensure that the helpdesk is accessible by email (at support@optickssecurity.com) and using OPTICKS' web-based ticketing system.
- 2.4 OPTICKS shall ensure that the helpdesk is operational and adequately staffed during Business Hours during the Term.
- 2.5 The Customer shall ensure that all requests for Support Services that it may make from time to time shall be made through the helpdesk.
- 2.6 The Support Services will be provided in English or Spanish, as per the Customer's wants.

3. Response and resolution

- 3.1 Issues raised through the Support Services shall be categorised as follows:
- (a) critical: the Subscription Services are inoperable (for example, traffic is being lost);
 - (b) serious: a core function of the Subscription Services is significantly impaired (for example, dashboard is inaccessible);
 - (c) moderate: a core function of the Subscription Services is impaired, where the impairment does not constitute a serious issue (for example, performance issues in the dashboard); or a non-core function of the Subscription Services is significantly impaired (for example, issues with reporting tools); and
 - (d) minor: any impairment of the Subscription Services not falling into the above categories; and any cosmetic issue affecting the Subscription Services.
- 3.2 OPTICKS shall determine, acting reasonably, into which severity category an issue falls.
- 3.3 OPTICKS shall use all reasonable endeavours to respond to requests for Support Services promptly, and in any case in accordance with the following time periods:
- (a) critical: 1 Business Hour;
 - (b) serious: 4 Business Hours;
 - (c) moderate: 1 Business Day; and
 - (d) minor: 5 Business Days
- 3.4 OPTICKS shall ensure that its response to a request for Support Services shall include the following information (to the extent such information is relevant to the request): an acknowledgement of receipt of the request, where practicable an initial diagnosis in relation to any reported error, and an anticipated timetable for action in relation to the request.
- 3.5 OPTICKS shall use all reasonable endeavours to resolve issues raised through the Support Services promptly, and in any case in accordance with the following time periods:
- (a) critical: 4 Business Hours;
 - (b) serious: 8 Business Hours;
 - (c) moderate: 4 Business Days; and
 - (d) minor: 10 Business Days.

4. Provision of Support Services

- 4.1 The Support Services shall be provided remotely, save to the extent that the parties agree otherwise in writing.

5. Limitations on Support Services

- 5.1 If the total hours spent by the personnel of OPTICKS performing the Support Services during any calendar month exceed 20h then:
 - (a) OPTICKS will cease to have an obligation to provide Support Services to the Customer during the remainder of that period; and
 - (b) OPTICKS may agree to provide Support Services to the Customer during the remainder of that period, but the provision of those Support Services will be subject to additional Fees.
- 5.2 OPTICKS shall have no obligation to provide Support Services in respect of any issue caused by:
 - (a) the improper use of the Subscription Services by the Customer; or
 - (b) any alteration to the Subscription Services made without the prior consent of OPTICKS.

SCHEDULE 6:**PARTICULAR COVENANTS ON ANTI-BRIBERY**

OPTICKS is committed, in accordance with its zero-tolerance policy for bribery and corruption (the **Anti Bribery and Corruption Policy**), to ensure that all OPTICKS' activities and the activities of all of OPTICKS' clients, services providers, partners, affiliates, etc. comply with all applicable laws and regulations and accord to the highest principles of corporate ethics. Accordingly, You and We undertake, in performing Your and Our activities under this Agreement, to comply with all applicable laws related to the fight against bribery and corruption and in particular:

- (i) You and We hereby agree that neither We nor You (directly or through Your/Our own advertisers and / or networks), nor Your/Our agents or other representatives involved in Your/Our business shall violate any applicable anti-corruption or anti-bribery laws, including the U.S. Foreign Corrupt Practices Act and United Kingdom's Bribery Act of 2010 (the Anti-Bribery Laws), or act in a way which may result in such violation or cause other to violate Anti-Bribery Laws. To this effect it is placed on record that the Anti-Bribery Laws: (i) prohibit payments to government officials and private individuals, either directly or through intermediaries, for the purpose of obtaining or retaining business, or securing an improper business advantage; (ii) require the maintenance of complete and accurate books, records, invoices and other documents concerning payments and expenses which reflect in reasonable detail the character and amount of such expenditures and the transactions to which they relate; and (iii) prohibit use of any funds that are not fully accounted for, including "off book" accounts.
- (ii) You and We hereby represent and warrant that, in connection with the Agreement or any other transactions or actions involving or benefiting OPTICKS, neither You/We nor any of Your/Our agents or other representatives will make or promise to make, have ever made, or have ever agreed or promised to make, any payments or transfer any gifts, valuables, property, benefits, or anything of value, directly or indirectly, to: (a) any governmental officials or employees (including representatives of state-owned and state-controlled corporations), (b) any political parties or their officials or candidates, or (c) any other person or entity, if such a payment or transfer could violate the Anti-Bribery Laws. You shall not offer, promise, give, authorize, solicit or accept any undue amount or other advantage related to any prospective leads, impressions, clicks, acquisitions, installations, registrations, or payments (made under this Agreement or otherwise).
- (iii) Upon Our FIFTEEN (15) days' prior written request, You shall make books, records, and documents available for inspection to the extent to which they concern the Subscription Services rendered as per this Agreement, provided that the inspection takes place while the Agreement is in force or within the five (5) years upon Agreement's termination. You shall cooperate in any survey and/or audit that may be conducted. We will be under a documented obligation to maintain confidentiality.
- (iv) You/We represent and warrant that You/We have not taken or failed to take any actions which would subject OPTICKS or its directors, employees, agents or affiliates to potential liability under the Anti-Bribery Laws.

PARTICULAR COVENANTS ON ANTI-MONEY LAUNDERING

OPTICKS is committed, in accordance with its zero-tolerance policy for money laundering and terrorism financing (the **Anti-Money Laundering and Counter-Terrorism Financing Compliance Policy**), to ensure that funds related to, or derived from, OPTICKS' activities are not derived from criminal activity or other non-legal or non-legitimate means. Accordingly, You/We hereby declare that You/We are committed to preventing money laundering by having proportionate and effective anti-money laundering systems and processes in place.

SCHEDULE 7: DATA PROCESSING AGREEMENT ("DPA")**1. Definitions**

- 1.1. The terms used in this DPA, such as "personal data", "controller", "processor" and "data subjects", have the same meaning as in the GDPR.
- 1.2. "**Controller**" means the Customer.
- 1.3. "**Processor**" means OPTICKS.
- 1.4. "**Subprocessor**" means any other data processor designated and used by Processor to process personal data on behalf of the Controller in relation to the Services.
- 1.5. Any other defined term shall have the meaning set out in the Terms and Conditions.

2. Object

- 2.1. OPTICKS technology used to render the Services includes both a cookie and a similar technology. Thus, its use is regulated by article 5.3 Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector ("**ePrivacy Directive**"). In this sense, the Services, which are related to online ad fraud prevention, are deemed strictly necessary to provide a service. Therefore, consent of the Customer website users is not required to use such technology. Additionally, although OPTICKS does not need to identify such users to perform the Services, the above-mentioned type of data is deemed personal according to article 4 GDPR. This DPA set out the terms and conditions of such personal data processing according to article 28 GDPR. In particular, the nature and purposes of the processing, the type of personal data and the categories of data subjects are as follows:
 - a) Nature and purpose of the processing: online ad fraud prevention, which includes access, tracking storage and deletion data processing activities.
 - b) Type of personal data: IP address and other fingerprinting data necessary to render the Services such as user agent, language of the device, time zone, type of access, country/region, IPS, operating system, browser or type of the device. If the Services include the integration with Google Ads, also OPTICKS will access clicks, impressions, cost, conversions and other data available in the Google console.
 - c) Data subjects: Customer website users.

3. Term

- 3.1. This DPA is fully effective and valid from the moment the Terms and Conditions are signed by the Parties and will expire the moment that the Processor ceases to process personal data on behalf of the Controller. Furthermore, where applicable, these DPA shall apply retroactively from the effective date on which the Processor processed personal data on behalf of the controller.

4. Obligations of the Parties

- 4.1. The Parties will comply, at all times, with the provisions of the GDPR, as well as with any other data protection applicable laws.
- 4.2. In addition, Processor undertakes to:
 - a) use the personal data, or data that may be collected on behalf of the Controller, for the objectives outlined in these DPA only, and may not under any circumstances use said personal data for their own and / or different purposes;
 - b) only process personal data following documented instructions from the Controller and, where any instruction does not comply with the GDPR, to immediately inform the Controller so that the Controller may take any measures it deems appropriate;
 - c) if applicable, keep, where appropriate, a documented record of all categories of processing activities carried out on behalf of the Controller within the framework of this DPA;
 - d) not to disclose personal data to third parties, except with the express and written authorisation of the Controller in legally permissible instances;
 - e) guarantee that the persons authorised to process personal data have undertaken to respect confidentiality in terms equivalent to those established in this DPA;

- f) adopt all appropriate technical and organisational measures in order to ensure a level of security appropriate to the risks to which personal data may be subjected, in accordance with the provisions of Article 32 GDPR, and in particular but not limited to, the following measures:
 - measures pseudonymization and encryption of personal data;
 - measures with the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
 - measures with the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - measures that permit process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.
- g) respect the conditions indicated in clause 7 below in relation to subcontracting;
- h) assist the Controller by appropriate technical and organisational measures –considering the nature of the processing– insofar as this is possible, so that it can fulfil its obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the GDPR;
- i) collaborate, cooperate and actively help the Controller in fulfilling the obligations established in Article 32 (*Security of processing*), Article 33 (*Notification of a personal data breach to the supervisory authority*), Article 34 (*Communication of a personal data breach to the data subject*), Article 35 (*Data protection impact assessment*) and Article 36 (*Prior consultation*) of the GDPR, considering the nature of the processing and the information available to the Processor;
- j) at the choice of the Controller, to delete or return all personal data after the end of the provision of Services and delete existing copies, unless Union or Member State law requires the storage of the personal data;
- k) make available to the Controller all the information necessary to demonstrate compliance with the obligations laid down in this DPA, as well as to allow for and contribute to audits, including inspections, conducted by the Controller, this all being subject to the signing of the corresponding confidentiality agreement. The Processor will also immediately inform the Controller if, in its opinion, an instruction regarding the right to audit violates the provisions of the GDPR, or any applicable Spanish regulations;
- l) guarantee the necessary training in the protection of personal data of persons authorised to process personal data; and
- m) designate, when appropriate, a data protection officer.

5. International transfers

- 5.1. The Processor shall not transfer personal data outside the European Economic Area ("EEA"), without the written and express consent of the Controller, unless the exceptions provided in the GDPR apply. In such exceptional case, the Processor shall immediately inform the Controller of that legal requirement before making such transfer, unless this is not allowed for important reasons of public interest. Notwithstanding the above, Processor may use global IT standardized providers located outside the EEA for the normal operation of the Processor. For the sake of clarity, the Processor confirms that the servers used to perform the Services are located in the EEA.

6. Subcontracting

- 6.1. The subcontracting of all or part of the services entrusted to the Processor is prohibited unless the Controller has granted its prior and written authorisation, without prejudice to the subcontracting of auxiliary and standardized services for the normal operation of the Processor services, such as global IT standardized providers.
- 6.2. If a subcontracting is performed under the authorization of the Controller, the subcontractor shall also be deemed data processor under the same terms as the Processor in this DPA. In this sense, the Processor undertakes to execute a confidentiality agreement and a data processing agreement with the subcontracted third party, by which the subcontractor is obliged to comply with the obligations of this DPA, as data processor, as well as to follow the Controller's instructions regarding the processing of personal data.
- 6.3. In any case, the Processor shall be liable against the Controller for the actions and omissions of the subcontractor regarding data protection regulations compliance, except regarding global IT

standardized providers since their performance exceeds Processor's reasonable control. Once said agreement has been executed with the subcontractor, the Processor is obliged to provide the Controller, at the request of the latter, a copy of it in order to prove compliance with the provisions herein.

6.4. For the purposes of the subcontracting authorization referred to in clause 6.1 above, the Controller authorizes the subcontracting by the Processor of the third parties and services specified below:

- Leaseweb Netherlands B.V. with domicile in Hessenbergweg 95 1101 CX Amsterdam (the Netherlands). Leaseweb Netherlands B.V. provides hosting services and has its servers located in the EU.

7. Representations and guarantees

7.1. The Controller represents and guarantees that the Processor has adopted the necessary mechanisms provided in the GDPR to preserve the confidentiality, security and integrity of personal data, considering the state of the art and the cost of its application in respect of the related risks and the nature of the personal data.

7.2. The Processor represents and guarantees to the Controller that it possesses the requisite specialised knowledge, reliable character and resources to implement technical and organisational measures that meet the requirements of the GDPR, including the security of processing, all being necessary to comply with the obligations of this DPA in relation to personal data.

8. Liability

8.1. Each of the Parties empowers the other Party to pass on any costs –including all kinds of compensation, sanctions and expenses, derived from the claims of the persons concerned– whether due to negligence and/or lack of confidentiality, improper use and/or processing of the personal data and expressly including any amounts derived from the sanctions the corresponding competent authority (for example, the Spanish Data Protection Agency), may eventually impose for a breach or lack of compliance with the applicable regulations, provided that such costs are a consequence of a breach attributable to the other Party. Furthermore, each of the Parties shall communicate to the other Party any claims that it receives in this regard, so that the latter may obtain legal representation at its own expense. The Party to which the non-compliance is attributable is required to act at all times in coordination with the other Party and to preserve the image of the latter.