



Contract **Professional Plan**

Background

This is a contract entered into VINIPAD, S.L., hereinafter referred to as "Vinipad" and the Client. The Client assumes that by receiving and paying the bills originating from the VINIPAD, S.L. company, hereinafter referred to as Vinipad, the reason of which were charges in compensation for the provision of the Vinipad Professional Menu service (Professional Plan), it is understood that he/she has read all of the terms of said contract, and understands the obligations and benefits to which he/she is subject, according to the following written terms.

Scope of the contract

The provision of the license by Vinipad to the Client as well as the maintenance of the Vinipad software in exchange for the price established and agreed upon by both parties, as reflected in the invoices

Contract duration

The duration of the present contract will be of one month, tacitly renewable for equal periods of one month unless either party irrefutably states to the other, with at least five calendar days prior to the expiration date of the contract or any of its extensions, their desire not to extend it. This period begins to run from the first invoice issue

Vinipad Obligations

Installation:

Vinipad will be installed within a period not exceeding 15 days from the acceptance of the budget. The Client shall install the license in their own tablets as instructed by the Vinipad technical team.

Installation does not include any data recording into the database of the Vinipad software, which will be entered by the Client or, in a given case, the service will be hired from Vinipad, after budget request and approval. If the Client has additionally purchased the insertion of the menu data into the application, all data requested by the Client will be provided with the application at installation time.

During contract duration:

Vinipad shall be responsible for the support and maintenance of the software used by the client and shall cover all incidents suffered and all help requests made about it.

Types of costs of the service

The price of the service provided by Vinipad, regulated in this contract, is broken down into two parts:

An single initial installation fee, payable at the signing of this contract.

Monthly fees, for the maintenance and usage license for the software throughout the term of the contract, payable by debit order, PayPal, credit card or bank transfer within 5 working days of each month.

Non-payment of all or part of monthly fees, will entitle Vinipad to terminate the contract . Likewise, the costs of default or debt collection will be charged to the customer.

Intellectual property in the software

The software being offered will be the exclusive property of Vinipad, providing only an usage license for it. The Client will not be able, under any circumstances, whether for onerous purposes or for free, to transfer, hand over, lease, tax or damage it in any way. The modification, falsification or forgery is forbidden, as well as allowing or favouring any of those in any way.

Breach of contract

The breach by the Client of any of the conditions set out in this contract as well as early termination thereof will entitle Vinipad to terminate the contract.

If Vinipad should exercise its right to terminate the contract, the termination will be understood as fully effected, without any need of a judicial declaration, from the moment the Client has been reliably contacted at the address set for notifications.

Personal data

The personal data provided by the undersigned, necessary for the execution of the contract, are included in an automated file of which Vinipad is responsible, and which purpose is service management work and delivery of notifications and information about current or new services related to the contract. The right to access, rectification, cancellation and opposition may be exercised by the interested party through a written and signed request to Vinipad, at Paseo de la Habana 9-11 Madrid (Spain), zip code 28036.

Confidentiality

During the term of this Contract and after its termination for any reason, the client will treat as confidential and reserved all data and information of confidential or reserved nature or constituting trade secret, disclosed by one party to the another, and will not disclose such data or information to any person who is not bound by an employment relationship with the party receiving the information or data, or any person who is bound by employment with the receiving party but not required to know the information or data for the development of his/her activity, and will use said information and data only and exclusively for the proper performance of this agreement.

Billing and notifications

It is designated as address for the communications that according to this contract may take place between Vinipad and the Client the one noted in the Client files.

Governing Law and Jurisdiction

This agreement shall be governed by the laws of the Kingdom of Spain. For any questions that arise in regard to the interpretation, application and enforcement of this contract, the parties submit to the jurisdiction of the Courts and Tribunals of Madrid, expressly waiving any other jurisdiction that may correspond. The whole text of the present Contract, as well as any documents derived from it, have been written in Spanish and English, both versions being deemed authentic, but for legal purposes the text in Spanish is to be given priority of interpretation.

