

uDA Pulse

Subscription Services Agreement

Madrid, July 7, 2020

UDA REAL ESTATE DATA PULSE SUBSCRIPTION SERVICES AGREEMENT

This PULSE SUBSCRIPTION SERVICES AGREEMENT ("**Agreement**") governs your purchase and ongoing use of the Subscription Services. It will also govern your free trial, if any, of the Subscription Services.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES TO THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS.

This Agreement was last updated on 7th July 2020. This Agreement is between the entity or individual entering into this Agreement ("**Customer**") and UDA Real Estate Data, S.L. ("**UDA**"). It is effective between Customer and UDA as of the date of your acceptance of this Agreement. For Customer's convenience prior versions of this Agreement (if any) are available at <http://www.urbandataanalytics.com/legal>.

1. **DEFINITIONS.**

1.1 "**Affiliate**" is an entity that controls, is controlled by or shares common control with UDA or Customer, where such control arises from either (a) a direct or indirect ownership interest of more than 50% or (b) the power to direct or cause the direction of the management and policies, whether through the ownership of voting stock by contract, or otherwise, equal to that provided by a direct or indirect ownership of more than 50%.

1.2 "**Subscription Services**" means the generally available hosted service which packages web-based access and the right-to-use the tool Real Estate Data Pulse ("**UDA Pulse**"), installed agents and associated reference, user and technical guides.

1.3 "**Capacity**" means the amount of access to the Subscription Services purchased as specified in an Order, which is counted in accordance with the unit of measure described in the Order.

1.4 "**Customer Content**" means all electronic data or information submitted to the Subscription Services by Customer, a third party on behalf of Customer, or as directed by Customer.

1.5 "**Order**" means (i) the agreed ordering document for the purchase of the Subscription Services, (ii) that is subject to this Agreement, and (iii) that identifies the terms of the purchase and fees to be paid. The term "Order" includes Customer's online registration for and purchase of the Subscription Services, if any.

1.6 "**UDA Report**" means, the report, output or results processed, provided or returned by UDA Pulse.

1.7 "**User Guide**" means, the online help, functional guide and technical specifications for the Subscription Services, as updated by UDA from time to time.

2. **SCOPE.** Subject to the terms of this Agreement, Customer may purchase and UDA will provide Customer with access to the Subscription Services as set forth in this Agreement and the applicable Order. In the event of a direct conflict between any Order and the terms of this Agreement, the terms of the Order will prevail. Each Order is deemed to be a distinct contract, separate from each other Order, unless expressly stated otherwise therein. Neither execution of this Agreement, nor anything contained herein, shall obligate either party to enter into any Orders.

3. ACCESS TO SUBSCRIPTION SERVICES.

3.1 Access Rights. Subject to Customer's payment of applicable fees and to the terms of this Agreement, UDA will provide Customer with worldwide access to the Subscription Services in accordance with the Order (i) up to the Capacity, (ii) for Customer's internal business operations, (iii) in accordance with the User Guide and the applicable Order. Customer may exercise its rights under this Section 3.1 (always up to the Capacity) through its employees and agents (all, "**Users**").

3.2 UDA Subscription Services Support. UDA will provide telephone support through the number +34 91 745 84 86 ("**Support**") to Customer for the Subscription Services.

3.3 License to the UDA Report. Subject to Customer's payment of applicable fees and to the terms of this Agreement, UDA grants Customer a non-exclusive, non-transferable, non-sub-licensable perpetual license to the UDA Report (i) for Customer's and its Affiliates internal business operations, (ii) in accordance with the User Guide and the applicable Order, and (iii) to make a reasonable number of copies of the UDA Report.

3.4 Use of Subcontractors. Customer acknowledges and agrees that UDA may use subcontractors to provide portions of the Subscription Services. UDA is responsible for the performance of all subcontractors providing any of the Subscription Services.

3.5 Customer Responsibilities and Restrictions.

- (a) Customer will (i) maintain the confidentiality of all authentications and passwords for the Subscription Services and immediately notify UDA if it becomes aware that an unauthorized party has gained access to such authentications and passwords, (ii) be responsible for use of the Subscription Services by its Users in compliance with this Agreement, (iii) prevent unauthorized access to, or use of, the Subscription Services, and notify UDA promptly of any such unauthorized access or use, and (iv) comply with all applicable laws while using the Subscription Services. Customer is responsible for the creation and implementation of a privacy policy and end user agreement, if applicable, which will set forth the guidelines of how Customer uses and protects the data and personal information of its Users, and how said Users may utilize the Subscription Services.
- (b) Customer will not (i) modify, copy or create derivative works based on the Subscription Services; (ii) create Internet "links" to or reproduce any content forming part of the Subscription Services, other than for its own internal business purposes; (iii) disassemble, reverse engineer, or decompile the Subscription Services or part thereof; (iv) interfere with or disrupt the integrity or performance of the Subscription Services; (v) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, or send or store material in violation of any third party's privacy rights via the Subscription Services; (vi) send or store viruses or malicious code via the Subscription Services; (viii) attempt to gain unauthorized access to the Subscription Services or its related software, systems, platforms or networks, including any form of security and/or penetration testing; (ix) use any components provided with the Subscription Services separately from the Subscription Services; or (x) distribute, rent, lease or provide the Subscription Services to any third party or use it in a service bureau, outsourcing environment, or for the processing of third party data.

4. FEES AND PAYMENT.

4.1 Fees. The fees payable for the Subscription Services and the payment terms for such fees will be set forth in and paid in accordance with the Order. All payments are due upon receipt of invoice.

4.2 Late Fees. The unpaid balance of each late payment bears interest at a rate equal to the lesser of 1% per month or the maximum amount permitted by law. All fees are nonrefundable

and UDA will not provide any refunds or credits for partially used periods of the Subscription Services.

4.3 Taxes. Customer will pay or reimburse UDA or, when required by law, the appropriate governmental agency, for taxes of any kind, including sales, use, VAT, excise, customs duties, withholding, property, and other similar taxes (other than taxes based on UDA's net income or arising from the employment relationship between UDA and its personnel) imposed in connection with the fees paid for the Subscription Services, which are exclusive of these taxes.

5. TERM, SUSPENSION AND TERMINATION.

5.1 Term. This Agreement remains in effect unless terminated pursuant to Section 5.2 below, regardless of the billing frequency selected in the Order.

5.2 Termination.

- (a) **Termination as per the Order.** Customer may terminate this Agreement as per the terms of the Orders in effect. Orders may not be terminated at will unless otherwise specified therein.
- (b) **Termination for Cause.** Either party may terminate this Agreement and/or an Order for cause: (i) upon 30 days' written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

5.3 Suspension of Subscription Services for Cause. In addition to its other rights and remedies, UDA reserves the right, without liability to Customer, to immediately suspend any and all access to the Subscription Services if Customer commits a material breach of this Agreement or any relevant Order until such material breach is cured.

5.4 Effects of Termination. Upon termination or expiration of any Order or this Agreement, all rights and licenses granted thereunder will terminate and Customer will make no further use of the Subscription Services. No termination will relieve the Customer of the obligation to pay any fees accrued or payable to UDA pursuant to any Order.

6. LIMITED WARRANTY.

6.1 Warranties and Limited Remedies. UDA warrants to Customer that:

- (a) the Subscription Services will be performed in a manner consistent with industry standards reasonably applicable to the provision thereof (the "**Standards**"). Customer's exclusive remedy and UDA's sole obligation for breach of the warranty in this Section 6.1(a) (for the avoidance of doubt, no monetary damages will apply) will be UDA's use of commercially reasonable efforts to have the Subscription Services perform in substantial accordance with Standards, or replace the non-conforming portion of the Subscription Services within a reasonable period of time, or if UDA cannot have the Subscription Services perform in substantial accordance with Standards or replace the Subscription Services within such time period, then UDA will refund the amount paid by Customer for the Subscription Services, pro-rated from the date of the notice of the claim. Customer's rights and UDA's obligations in this Section 6.1(a) are conditioned upon Customer's providing UDA with written notice of the claim with a complete description of the alleged defects.
- (b) In connection with the Subscription Services (i) it has used commercially reasonable efforts consistent with the Standards to scan for and promptly remove any software viruses for no charge and (ii) it has not inserted any Disabling Code. "**Disabling Code**" means computer code inserted by UDA, and that is designed to expose data, delete, interfere with, and/or disable the normal operation of the Subscription Services. This Disabling Code warranty does not apply to UDA passwords necessary

for the operation of the Subscription Services, or for any use by Customer outside the scope of this Agreement.

6.2 Disclaimer on Warranties. CUSTOMER ACKNOWLEDGES THAT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, UDA, ITS AFFILIATES AND LICENSORS MAKE NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY WITH RESPECT TO THE SUBSCRIPTION SERVICES OR USE THEREOF. UDA, ITS AFFILIATES AND LICENSORS HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT SUBSCRIPTION SERVICES WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, NON-INFRINGEMENT AND INFORMATION CONTENT OR USE OF THE OUTPUT OR RESULTS OF USING UDA PULSE.

For clarification purposes regarding the use of the Subscription Services and the results of using UDA Pulse:

- a) As part of the Customer Content, Customer can input data in UDA Pulse (e.g. typology and use of real estate) (the “**Client Input**”). The UDA Report is based on the Customer input among other information. Also (i) the UDA Report, is based on estimates and in light of the inherent uncertainties of estimates, some of these hypotheses to achieve the UDA Report might not materialize as defined therein; and (ii) the UDA Report is based on current economic and market conditions and, in case these vary in the future, they should be revised. In light of the foregoing, customer agrees to place no reliance on the UDA Report, including, without limitation, any reliance which might result in the creation of any duty of care or other duty or liability under any theory of law of UDA or any other member of the “**Alantra Group**” (meaning Alantra Partners, S.A. and its Affiliates and subsidiaries), or our or their subcontractors, members, shareholders, directors, officers, partners, principals or employees (together the “**Alantra Persons**”).
- b) Neither UDA nor any any other Alantra Person will have any liability for any loss or damage which, directly or indirectly, arises out of or in connection with or results to any extent from any decision (whether your decision or that of any other person) taken on the basis of any of the UDA Report, nor the use the Customer or any of its Users make of the UDA Report.

7. DISCLAIMER OF DAMAGES AND LIMITS ON LIABILITY.

7.1 DISCLAIMER OF DAMAGES. NEITHER PARTY OR ITS AFFILIATES OR LICENSORS ARE LIABLE FOR ANY, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT OR THE SUBSCRIPTION SERVICES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST COMPUTER USAGE TIME, AND DAMAGE TO, OR LOSS OF USE OF, DATA), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND IRRESPECTIVE OF ANY NEGLIGENCE OF A PARTY OR WHETHER SUCH DAMAGES RESULT FROM A CLAIM ARISING UNDER TORT OR CONTRACT LAW. THE FOREGOING LIMITATIONS DO NOT APPLY TO EACH PARTY’S RESPONSIBILITIES IN SECTION 9 OR INFRINGEMENT BY A PARTY OF THE OTHER PARTY’S INTELLECTUAL PROPERTY RIGHTS.

7.2 LIMITS ON LIABILITY.

NEITHER PARTY OR ITS AFFILIATES OR LICENSORS SHALL HAVE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SUBSCRIPTION SERVICES, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEEDING THE AMOUNTS ACTUALLY PAID BY AND DUE FROM CUSTOMER FOR THE SUBSCRIPTION SERVICES GIVING RISE TO LIABILITY PURSUANT

TO THE ORDER(S) THAT ARE IN EFFECT AS OF THE DATE THE LIABILITY FIRST AROSE. THE FOREGOING LIMITATIONS DO NOT APPLY TO EACH PARTY'S RESPONSIBILITIES IN SECTION 9 OR INFRINGEMENT BY A PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

8. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

8.1 Proprietary Rights. UDA, its Affiliates or licensors retain all right, title and interest to the Subscription Services and all related intellectual property and proprietary rights. The Subscription Services are protected by applicable copyright, trade secret, industrial and other intellectual property laws. UDA owns all right, title and interest in all software, programming, documentation, templates, questionnaires, methodologies, models, charts, reports, ideas, features, content, functions, graphics and any other items provided as part of the Subscription Services ("**Service Items**") and access to and use of the relevant Service Items will be governed by the terms of this Agreement. Subject to (i) UDA's or its licensor's ownership of any Service Items. UDA reserves any rights not expressly granted to Customer. Customer shall not access the Subscription Services in order to build a competitive product or service or copy any ideas, features, functions or graphics of the Subscription Services. "**Confidential Information**" means all proprietary or confidential information that is disclosed to the recipient ("**Recipient**") by the discloser ("**Discloser**"), and includes, among other things (i) any and all information relating to products or services provided by a Discloser, its customer-related and financial information, software code, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts; (ii) as to UDA, and its licensors, the Subscription Services and Service Items; and (iii) the terms of this Agreement, including without limitation, pricing information, valuation data and other data of the Discloser. Confidential Information does not include information that Recipient can show: (a) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (b) is or becomes a matter of public knowledge through no fault of Recipient; (c) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (d) is or was independently developed by or for Recipient. Recipient may not disclose Confidential Information of Discloser to any third party or use the Confidential Information in violation of this Agreement. The Recipient (i) will exercise the same degree of care and protection with respect to the Confidential Information of the Discloser that it exercises with respect to its own Confidential Information and (ii) will not, either directly or indirectly, disclose, copy, distribute, republish, or allow any third party to have access to any Confidential Information of the Discloser. Notwithstanding the foregoing, Recipient may disclose Discloser's Confidential Information to Recipient's employees and agents who have need to know provided that such employees and agents have legal obligations of confidentiality substantially the same (and in no case less protective) as the provisions of this Agreement.

8.2 Notification Obligation. If the Recipient becomes aware of any unauthorized use or disclosure of Discloser's Confidential Information, then Recipient will promptly and fully notify the Discloser of all facts known to it concerning such unauthorized use or disclosure. In addition, if the Recipient or any of its employees or agents are required (by oral questions, interrogatories, requests for information, or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any of Discloser's Confidential Information, the Recipient will not disclose the Discloser's Confidential Information without providing the Discloser with commercially reasonable advance prior written notice to allow Discloser to seek a protective order or other appropriate remedy or to waive compliance with this provision. In any event, the Recipient will exercise its commercially reasonable efforts to preserve the confidentiality of the Discloser's Confidential Information, including, without limitation, cooperating with Discloser to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to the Confidential Information.

8.3 Customer Content. As between UDA and Customer, Customer owns all rights, title and

interest in and to Customer Content. Customer Content is deemed Confidential Information under this Agreement. UDA will use the Customer Content only as necessary to provide the Subscription Services in accordance with this Agreement. Customer is responsible for complying with all legal and contractual requirements, including its agreements with third parties. With the exception of Customer Content collected by the Subscription Services, Customer is solely responsible for the transmission of Customer Content to UDA and to the Subscription Services. Customer is solely responsible for the encryption of any Customer Content during such transmission.

8.4 Suggestions. Customer agrees that UDA shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into any UDA products or services any suggestions, enhancement requests, recommendations or other feedback provided by Customer relating to the Subscription Services.

9. INFRINGEMENT CLAIMS.

9.1 Indemnification by UDA. If a third party asserts a claim against Customer asserting that Customer's use of the Subscription Services in accordance with this Agreement violates that third-party's patent, trade secret or copyright rights ("**Infringement Claim**"), then UDA will, at its own expense: (a) defend or settle the Infringement Claim; and (b) indemnify Customer for any damages finally awarded against Customer based on infringement by the Subscription Services, including court costs and reasonable attorney's fees. If UDA believes the Subscription Services may violate a right, then UDA will, at its expense: (a) modify the Subscription Services, or (b) procure the right to continue using the Subscription Services, and if (a) or (b) are not commercially reasonable, terminate Customer's right to use the Subscription Services and issue a pro-rata refund for the unexpired pre-paid portion of such Subscription Services.

9.2 Indemnification by Customer. Subject to the terms of this Agreement, if a third party asserts a claim against UDA asserting that the (i) Customer Content, or (iv) Customer's use of the Subscription Services in violation of this Agreement violates that third-party's patent, trade secret or copyright rights ("**Claim**"), Customer will, at its own expense: (a) defend or settle the Claim; and (b) indemnify UDA for any damages finally awarded against UDA based on the Claim, including court costs and reasonable attorney's fees.

9.3 Indemnity Process. Neither party's obligations under this Section will apply if: (a) the indemnifying party's legal department does not receive prompt, detailed written notice of the Infringement Claim/Claim from the party being indemnified, (b) the indemnifying party is not able to retain sole control of the defense of the Infringement Claim/Claim and all negotiations for its settlement or compromise, or (c) the indemnifying party does not receive all reasonable assistance from the party being indemnified. Neither party will bind the indemnified party to a monetary obligation in a settlement or compromise, or make an admission on behalf of the indemnified party, without obtaining that party's prior consent.

9.4 THIS SECTION 9 CONTAINS EACH PARTY'S EXCLUSIVE REMEDIES AND THE INDEMNIFYING PARTY'S SOLE LIABILITY FOR INFRINGEMENT CLAIMS/CLAIMS, RESPECTIVELY.

10. TRIAL OF SUBSCRIPTION SERVICES. UDA may make certain Subscription Services available to Customer as a trial, without an Order and without charge. Such products are deemed to be "Subscription Services" pursuant to this Agreement except as set forth in this Section 11. Any Subscription Service provided as a trial is provided to Customer solely so that Customer may evaluate internally, for no more than a 30-day period, whether to acquire usage rights to such Subscription Service for a fee. Such Subscription Service (a) is provided "AS IS" without any warranty, service level agreement or support, and (b) cannot be put into productive use or included as part of Customer's business processes in any manner, unless or until it is expressly subscribed to and paid for under an Order. UDA may terminate all of Customer's rights to these Subscription Services for UDA's convenience upon notice to Customer. Upon

termination of this Agreement, if Customer does not pay for a subscription to access and use the Subscription Services, all Customer Content input into the Subscription Services during the trial period will be deleted. UDA'S ENTIRE LIABILITY FOR DIRECT DAMAGES RELATED TO ANY TRIAL OF THE UDA SUBSCRIPTION SERVICES IS LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SUCH TRIAL OR EUR 100.

11. GOVERNING LAW. This Agreement is governed by and construed under the laws of the kingdom of Spain. Any dispute, controversy or claim arising out of, or in connection with this Agreement (including any question about their existence, validity or termination or of any non-contractual obligations arising out of or in connection with them) shall be referred to and finally resolved in by the courts of the city of Madrid. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement. Nothing in this Agreement shall be deemed as preventing either party from seeking immediate injunctive relief from any court having jurisdiction over the parties and the subject matter of the dispute.

12. DATA PROTECTION. The Subscription Services do not involve the processing of personal data of the Customer by UDA. Therefore, the Customer shall not provide any personal data to UDA.

13. VERIFICATION. Customer agrees that UDA or its agent may monitor the Subscription Services to ensure Customer's compliance with the terms of this Agreement. If such monitoring reveals that Customer has exceeded the Capacity for the Subscription Services, UDA may work with Customer to seek to reduce Customer's usage so that it conforms to the Capacity limit for such Subscription Service. If, notwithstanding UDA's efforts, Customer is unable or unwilling to abide by the Capacity limits for the Subscription Services, Customer will execute an Order for additional Capacity of such Subscription Services promptly upon UDA's request.

14. MISCELLANEOUS TERMS. UDA is not liable for its failure to perform any of its obligations under this Agreement during any period in which performance is delayed by Customer or circumstances beyond UDA's reasonable control. The parties are independent contractors and this Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Customer will receive system notifications from UDA and its licensors, if applicable (i.e. planned downtime notices, etc). This Agreement, including the Orders constitutes the entire agreement between Customer and UDA and supersedes (i) any prior or contemporaneous negotiations or agreements, whether oral or written concerning the Subscription Services and (ii) any click-through legal terms Customer is required to acknowledge with regard to Subscription Services purchased under this Agreement. There are no representations, promises, warranties, covenants, or undertakings between the parties other than those expressly set forth in this Agreement. Customer may not assign or transfer this Agreement or the Subscription Services to a third party, whether by merger, operation of law, or otherwise. UDA may assign or transfer this Agreement or the Subscription Services to any company within the Alantra Group. Should any provision of this Agreement be invalid or unenforceable, the remainder of the provisions will remain in effect. The Subscription Services may contain hyperlinks to websites controlled by parties other than UDA. UDA is not responsible for and does not endorse the content or accept any responsibility for Customer's use of these websites. Customer should refer to the policies posted by other websites regarding privacy and other topics regarding data privacy before using them.