First Allocation
Replenishment
Store Transfers
Master Data & Daily Data
Business Intelligence
Transversal
Mobile App
Account Help
Service & Solution

Terms and Conditions

Find below the Terms and Conditions for Nextail customers.

Last updated 09/03/2025

1. SAAS SERVICES

1. 1. Subject to the terms of this Agreement, Company will use reasonable efforts to provide the Customer with the Contracted Solutions and Services in accordance with the NEXTAIL SAAS SERVICES AGREEMENT-ORDER FORM.

2. RESTRICTION AND RESPONSIBILITIES

2.1. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services, Solutions or any software, documentation or data

related to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2. Customer represents, covenants, and warrants that Customer will use the Services only in compliance with the Company's standard policies then in effect (the "Policy") and all applicable laws and regulations. Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing. Although Company has no obligation to monitor Customer's use of the Services, Company may do so and may prohibit any use of the Services it believes (acting reasonably) may be (or alleged to be) in violation of the foregoing.

2.3. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY AND PROPRIETARY RIGHTS

3.1 Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes non-public data provided by Customer to Company to enable the provision of the Services ("Customer

Data"). The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information after five (5) years following the disclosure thereof or any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by its prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or (e) is required to be disclosed by law.

3.2. Customer shall own all right, title and interest in and to the Customer Data. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or Customer Services, (c) all intellectual property rights related to any of the foregoing, and (d) any data that is based on or derived from the Customer Data and provided to Customer as part of the Services.

3.3. With the exception of Personally Identifiable Information, outside of login information of Nextail platform users, and notwithstanding anything to the contrary, Company shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, and (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

4. PAYMENT OF FEES

4.1. Customer will pay Company the then applicable fees

described in the Order Form for the Services in accordance with the Payment Terms therein (the “Fees”), plus any other applicable taxes and bank service fees. If Customer’s use of the Services exceeds the Service Capacity set forth on the Order Form or otherwise requires the payment of additional fees (per the terms of this Agreement), Customer shall be billed for such usage and Customer agrees to pay the additional fees in the manner provided herein.

4.2. At each yearly anniversary of the Effective Date of this Agreement, Company will exert the right to increase the Fees or applicable charges both to the Subscription and any pending Implementation Services, by the European area annual inflation (as measured by EUROSTAT). Company will issue a thirty (30) days notice to Customer before the Effective Date anniversary (which may be sent by email).

4.3. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than 30 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. Inquiries should be directed to the Company's customer support department.

4.4. Payment will be made by means of a bank transfer to the bank account of Nextail Labs S.L. stated by Nextail in the invoice.

4.5. Company reserves the right to institute new charges and Fees at the end of the Service Term or the then current renewal term, upon 120 days prior notice to Customer before the end of the term (which may be sent by email). The new charges and Fees shall take effect if expressly accepted by the Customer in writing.

5. TERM AND TERMINATION

5.1. Subject to earlier termination as provided below, this Agreement is for the Service Term as specified in the Order Form of an uninterrupted period. The Agreement could be renewed for additional periods of the same duration as the Service Term (collectively, the “Term”), as then agreed by the Parties; unless either party requests termination at least 120 days prior to the end of the then-current term.

5.2. In addition to any other remedies it may have, either

party may also terminate this Agreement upon 10 days' notice, if the other party materially breaches any of the terms or conditions of this Agreement and provided that such breach has not been cured within a 30 days' grace period following a notice of default from the non-defaulting party. This includes the case in which in accordance with the provisions in the Nextail Service & Solution, the System Availability is under 99% for 3 consecutive months. Customer will pay in full for the Services up to and including the last day on which the Services are provided.

5.3. In case of termination under this clause 5, the Customer will pay in full for the Services provided up to and including the Termination Date provided that such Services have been provided.

5.4. With respect to clause 5.3, the Company shall refund within 30 days of a) the Termination Date; or b) the date of termination as specified in the notice served in accordance with clause 5.3, any sums which have been paid by the Customer in advance but relate to a period after termination (however so determined under this clause 5). For the purposes of this clause 5, determination of "excess" payment shall be a calculation of the advance payment divided by the remaining days within the applicable Service Term year.

5.5. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. WARRANTY AND DISCLAIMER

Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Customer and Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption and shall undertake all reasonable efforts

to minimize any inconvenience caused by such service disruption.

HOWEVER, WITHOUT PREJUDICE TO ANY EXPRESSLY AGREED RIGHTS OF TERMINATION OF CUSTOMER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND CUSTOMER AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States or EU patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing. The foregoing obligations do not apply with respect to portions or components of the Service (i) not supplied by Company, (ii) intentionally deleted, (iii) that are modified after delivery by Customer, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Customer's use of the Service is not strictly in accordance with this Agreement. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Company to be infringing, Company may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer a license to continue using the Service, or (c) if neither of the foregoing is commercially practicable, terminate this Agreement and Customer's rights hereunder

and provide Customer a refund of any prepaid, unused fees for the Service.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, EXCEPT FOR BODILY INJURY OF A PERSON, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. DATA PROTECTION

9.1. Customer Data

9.1.1 The Customer shall own all right, title and interest in and to all of the Customer Data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all Customer Data.

9.1.2 Notwithstanding any other provision of this Agreement, Nextail may use Customer Data strictly for the purpose of providing the Services under this Agreement. Nextail may aggregate Customer Data in an anonymised form with anonymised data of other users of the Services. Such aggregated data shall not constitute Customer Data and may be used by Nextail for ongoing data analysis for continued product development and service improvements,

to produce information and statistics for the purposes of monitoring and improving the performance and accuracy of the Services, and the provision of additional services to Nextail's customers, subject always to Nextail's compliance with any Data Protection Legislation.

9.2 Data Protection

9.2.1. Both parties will comply with all applicable requirements of the European GDPR or UK DPA laws. This clause is in addition to, and does not relieve, remove or replace, a party's obligations under the same data protection legislations.

9.2.2. The parties acknowledge that:

if Nextail Processes any Personal Data on the Customer's behalf when performing its obligations under this Agreement, the Customer is the data controller and Nextail is the data processor for the purposes of the Data Protection Legislation.
without prejudice to clause 9.2.4 (b), the Personal Data may be transferred or stored outside the EEA or the country where the Customer and the Authorized Users are located in order to carry out the Services and Nextail's other obligations under this Agreement and always provided that such data transfer is permitted under applicable Data Protection Legislation.

9.2.3. Without prejudice to the generality of clause 9.2.7, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Nextail for the duration and purposes of this Agreement so that Nextail may lawfully use, process and transfer the personal data in accordance with this Agreement on the Customer's behalf, including Nextail's use of the Hosting Services Provider for storage of the Customer Data.

9.2.4. Without prejudice to the generality of clause 9.2.7, Nextail shall, in relation to any personal data processed in connection with the performance by Nextail of its obligations under this Agreement:

process that personal data only on the written instructions of the Customer unless Nextail is required by any Applicable

Laws to process personal data other than in accordance with the such written instructions, in which case Nextail shall notify the Customer of any such requirement before processing the personal data (unless Applicable Law prohibits such notification). Where Nextail is relying on any Applicable Laws as the basis for processing personal data, Nextail shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit Nextail from so notifying the Customer;
not transfer any personal data outside of the European Economic Area unless appropriate transfer safeguards are in place (to the extent required by Data Protection Legislation) for such transfer;
assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
notify the Customer without undue delay, and in any event within seventy-two (72) hours, on becoming aware of a personal data breach;
at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the personal data; and
maintain complete and accurate records and information to demonstrate its compliance with this clause.

9.2.5. Each party shall ensure that it has in place appropriate technical and organizational measures, reviewed and approved by the other party, to protect against unauthorized or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorized or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymisation and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the

effectiveness of the technical and organizational measures adopted by it).

9.2.6. The Customer consents to Nextail appointing Amazon Web Services EMEA SARL (AWS) as a third-party processor of personal data under this Agreement. Where Nextail wishes to replace AWS or to appoint an additional third-party processor of personal data under this Agreement, Nextail confirms that it will enter with the third-party processor into a written agreement incorporating terms which are substantially similar to those set out in this clause. As between the Customer and Nextail, Nextail shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this clause.

9.2.7. Either party may, at any time on not less than thirty (30) days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Agreement).

10. MISCELLANEOUS

10.1 If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by Customer except with Company’s prior written consent. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

10.2. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

10.3. No agency, partnership, joint venture, or employment is created as a result of this Agreement and the Customer does not have any authority of any kind to bind the Company in any respect whatsoever.

10.4. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

10.5. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

10.6. In case Customer declares Bankruptcy, there is no obligation to the Company to further continue with the services under this agreement.

10.7. This Agreement shall be governed by the laws of Spain without regard to its conflict of laws provisions.

10.8. Company will issue a press release announcing the collaboration between the Parties. Customer agrees to allow the Company to include the Customer's logo in the format and color provided by Customer in its website and other marketing materials.

10.9. Customer agrees to cooperate with Company to serve as a reference account upon request, by taking up to 5 reference calls and by receiving up to 2 prospect visits by HQ offices per year. In addition, Customer agrees to cooperate in the production of a video case study within the first twelve months from signature date. The Company will bear the production costs of those materials.

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Yes No

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