

1. PURPOSE

The following contractual terms and conditions shall govern the provision of services to third parties by IZERTIS, S.A. (hereinafter "IZERTIS"). Any terms and conditions that conflict with the provisions of these General Contractual Conditions (hereinafter the "GCC") shall only be deemed accepted with the express written approval of IZERTIS.

These GPC shall be applicable to all current and future transactions with the Client until entry into effect of new GCC or in the event of contracts that include specific conditions, as required.

Furthermore, in the event that IZERTIS enters into a separate contract that governs an independent agreement with the Client the provisions of which include discrepancies with these GCC, the latter shall apply subordinately, complementarily and subsidiarily to any such agreement.

2. EXECUTION, AMENDMENTS AND ACCEPTANCE

- 2.1. Purchase orders, contracts, cancellations and amendments to the same must always be in expressed in writing.
- 2.2. Verbal agreements, especially to amend the GCC and any other kind of ancillary or secondary agreement shall only be valid with the express written consent of IZERTIS.
- 2.3. Provision of services and/or supply of goods (understood as the sale of equipment, software and similar items) shall be deemed to have been accepted by the Client once thirty (30) calendar days have elapsed following the end of the calendar month in which the services were provided or, in the case of supply of goods, from the delivery date.

3. TERM

- 3.1. The term of the Contract shall be that indicated in the offer, purchase order or offer.
- 3.2. The maximum contractual term shall be one (1) year in the absence of a specific duration and if the provision of services consists of a block of hours.
- 3.3. Any extension to the Contract must be set forth in a written agreement.

4. PRICE

- 4.1. The price indicated in the offer, purchase order or offer shall be binding on all parties to the Contract.
- 4.2. The form of payment shall be expressly set forth in the offer, purchase order or offer and invoices shall be paid within thirty (30) days from the date of issue in the absence of indication to the contrary.
- 4.3. The new due date will be that of the initial invoice in the event that an invoice must be amended for reasons attributable to the Client.
- 4.4. In the absence of any other agreement on invoicing milestones, 100% of services shall be invoiced at the

start of the provision and, in the case of goods and materials, 100% on delivery.

- 4.5. IZERTIS may grant a discount in the case of a supply of goods if the Contract is for a multi-year term. However, any such a discount shall not apply if the Contract is terminated before the Contractual end of the multi-year term.

5. CONFIDENTIALITY

- 5.1. All offers, purchase orders, offers, contracts and similar documents are strictly private and confidential and their content may not be used for any purpose other than that stated in their provisions. With the exceptions set forth in this clause, the Parties hereby undertake to refrain from disclosing any Confidential Information to which they may have access as a result of this contractual relationship to any third party whatsoever.
- 5.2. For the purposes of these GCC and the Contractual relationship between the Parties, the term "Confidential Information" includes, but is not limited to, all information (of any nature and in any format, whether provided orally, in writing, on electronic support or in any other format) related to (i) scientific, technical, financial, legal, tax-related and commercial information; (ii) business models and strategies, know-how; (iii) names of potential clients and partners, all kinds of projects and transactions under study or in progress; (iv) reports, plans, offers, market projections and data and the associated analyses, working documents, compilations, comparisons or studies and (v) any other information that the Parties may exchange either prior to or following the beginning of the Contractual relationship.
- 5.3. The following information shall not be considered to constitute Confidential Information and shall not be treated as such:
 - 5.3.1. Information that was already in the public domain at the time it is provided to the receiving Party or which, after such communication, enters the public domain for reasons other than breach of this contractual relationship during its term of validity.
 - 5.3.2. Information that was already known by the receiving Party without having acquired a similar duty of confidentiality to those contained in these GCC, provided that the receiving Party can substantiate said circumstances; and/or
 - 5.3.3. information the disclosure of which is required by order of the competent authorities or courts.

6. DATA PROTECTION

In compliance with the provisions of Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 (the

European General Data Protection Regulation (GDPR) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and of Spanish Organic Law 3/2018 of 5 December on the protection of data of a personal nature and guarantee of digital rights, you are hereby informed that the data with which you provide us will be stored and processed in files property of IZERTIS, S.A. as the Data Controller. The purpose of processing your data is to enable us to provide the Contractual Services and/or to maintain and fulfil an existing relationship and to manage invoicing, collection, payment and the associated administrative processes. This purpose is therefore linked to a relationship that involves the transfer of said data to organisations and people who may have access to them in order to maintain and perform the associated service provision. The Data Controller has implemented all the legally required technical and organisational measures to protect your rights on the basis of the level of the data involved. The Data Controller's legitimate interest in processing this data is that it is required to perform the provisions of the offer, purchase order or offer that bind the Parties, adoption of pre-contractual measures such as adding a potential client, submitting quotes, etc., the controller's interest in maintaining a relationship with clients and processing of any incidents, queries, etc. related to the service provided and compliance with legal duties deriving from the same and your consent to receive commercial offers from the IZERTIS Group. The data shall be stored for the duration of the contractual relationship for which it was collected and/or for the legally established term. For further information and to exercise your rights of access, rectification, cancellation, opposition, suppression, portability and limitation of processing of your data, you may contact the Data Controller at PQ. Científico-Tecnológico Zona Intra – Av. del Jardín Botánico 1345 – 33203 Gijón, Asturias, Spain or via email to dpo@izertis.com. Further information is available at www.izertis.com

This clause applies to the legal representatives' data required to enter into and manage this offer, purchase order or offer. The Parties shall comply with the currently applicable legislation on the protection of data of a personal nature and hereby agree to regulate access to and processing of the same owned by the Client as the Data Controller and by IZERTIS as the Data Processor by entering into a contract or other legal instrument in accordance with the laws of the European Union or of its Member States that binds the Data Processor with respect to the Data Controller and determines the purpose, duration and nature of the processing, the type of personal data liable to be processed, the categories of the Data Subjects and the rights and duties of the Data Controller in the event that it is necessary to process the aforesaid data for proper provision of the service purpose of this offer, order or offer.

7. CRIME-PREVENTION REGULATIONS AND ETHICAL PRINCIPLES

The Client expressly and irrevocably undertakes to comply with the currently applicable legislation and with IZERTIS' Code of Conduct and crime-prevention policy, declaring that its key personnel are aware of and accept the content of these documents which can be consulted through the following link:

<https://www.izertis.com/es/compliance>.

Failure to comply with this commitment shall result in immediate termination of the agreement without prior notice for

infringement of the contractual relationship without prejudice to IZERTIS' right to take other measures.

The Client also declares that they are familiar with these general contractual terms and conditions and have received a copy of the same which can also be accessed on IZERTIS' official website.

8. NON-SOLICITATION

- 8.1. The Client hereby expressly and irrevocably undertakes to refrain from soliciting or recruiting IZERTIS' personnel (employees or self-employed professionals) during the term of this contractual relationship and for the following ONE (1) year.
- 8.2. The Client undertakes to indemnify IZERTIS with an amount equal to three times the cost to the company of the person involved if the former infringes the provisions of this clause.

9. ASSIGNMENT

- 9.1. IZERTIS may assign this offer, purchase order or offer to any member of the IZERTIS GROUP (as the term is defined in article 42 of the Spanish Commercial Code on Groups of Companies).
- 9.2. This means that IZERTIS and/or any of the companies that make up the IZERTIS GROUP may provide the services purpose of the Contract.

10. PRICE REVIEW

- 10.1. The prices set in the offer, purchase order or offer shall be valid for twelve months from the signature thereof and may be updated after twelve (12) months by the percentage variation in the official Spanish year-on-year CPI published by the National Statistics Institute provided said variation is positive.
- 10.2. Any discount granted by IZERTIS for continuity of supply in contracts with multi-year terms shall not be applicable in the event of early termination.

Moreover, IZERTIS shall be entitled to raise the agreed price for the supply of goods if the price of the products to be delivered increases on the open market. IZERTIS shall give the Client one (1) month's prior notice of any such price rise and the Client shall be entitled to terminate the Contract if the price variation exceeds thirty percent (30%).

11. TERMINATION AND EFFECTS

- 11.1. The offer, purchase order or offer may be terminated for any of the following reasons:
 - 11.1.1. By mutual agreement of the Parties set forth in writing.
 - 11.1.2. Upon expiration of the duration indicated in the offer, purchase order or offer.
 - 11.1.3. For failure to pay the price agreed upon by and between the Parties. IZERTIS shall be entitled to terminate the Contract unilaterally in the event of non-payment of ONE (1) invoice if, after having delivered a

written payment request, the Client fails to make the payment within the TEN (10) calendar days following receipt of said request.

11.1.4. For non-compliance with the ethical and crime-prevention principles adopted by IZERTIS.

11.1.5. By unilateral termination by the Client as a response to notification by IZERTIS of a price increase exceeding THIRTY PERCENT (30%), in which case the Client waives any discount that may have been applied to the original price.

11.2. Termination of the Contract shall not affect clauses with permanently-binding provisions including, but not limited to, the duty of confidentiality, the notifications clause and the applicable law and jurisdiction clause.

12. INTELLECTUAL PROPERTY RIGHTS

The term "Intellectual Property Rights" shall encompass: (i) all rights granted by the intellectual property-related legislation in force in the Kingdom of Spain (whether with positive force of law or not and registered or not) including all applications to exercise said rights (granted or not), renewal and extension of the protection of said rights, the rights of reproduction, of distribution, communication to the public and/or transformation, etc. IZERTIS reserves all said rights for any purpose by any means or method whatsoever (analogue or digital) and for all uses; (ii) all rights granted by the intellectual property laws (including trademarks, trade names, designs, patents, utility models, etc.); (iii) image rights and publicity rights; (iv) internet domain names and/or (v) any analogous rights to those set forth in this paragraph.

IZERTIS shall hold the rights of ownership and shall enjoy the protection granted by the law and all the rights inherent in authorship of the program (including the source code) as provided for in the consolidated text of the Intellectual Property Act approved by Spanish Royal Legislative Decree 1/1996 of 12 April that regularises, clarifies and harmonises the currently applicable legal provisions on intellectual property and other concordant provisions. Thus, in view of the fact that IZERTIS complies with all the requirements set forth in the benchmark legislation for protection of authors' rights (copyright) over its creation, the company hereby expressly declares that it holds all the Intellectual Property Rights over the Project purpose of the Contract and especially over its source code for the duration of the period that Article 97 of the aforesaid Act provides for legal persons.

Accordingly, IZERTIS also owns all Intellectual Property Rights that may arise in connection with the Project and of all those over the Results of the same as defined in the following paragraph.

The term "Results" refers to any item or information based on knowledge, information, instructions or similar constructs that is a direct or indirect consequence of development and/or execution of the Project. The Results include, but are not limited to: deliverables, works, reports, drafts, records, graphics, designs, photos, logos, typographic arrangements, brochures,

developments, source code, components, solutions, assembly of components of the solution proposed jointly or separately by any of the Parties and as any other right of any kind similar to those set forth above.

All Intellectual Property Rights over the Results shall be the exclusive property of IZERTIS with full legal security in all jurisdictions worldwide and for the entire duration of any Intellectual Property Right that may arise.

IZERTIS will grant the Client a licence of use over said property rights upon delivery of the developed project. While IZERTIS retains all property rights over the Project, the developed program, its adaptations and especially its source code, the Parties acknowledge that the developed project is not an open-source program but constitutes proprietary software owned by the IZERTIS GROUP.

The Client may not have access to said source code without the express consent of IZERTIS. Consequently, the former must formally request the express written consent of the latter to carry out modifications including, but not limited to, reproduction and/or transformation of the software program – including correction of errors – that requires access to its source code if the Client needs to adapt the program again or for any other reason.

As a general rule, the Client may not have access to said source code without the express consent of IZERTIS.

Furthermore, the Client hereby undertakes to use the program in accordance with the legislation applicable at the contract signature date and to refrain – without the express written consent of IZERTIS – from making copies of the same except for backup copies restricted to those strictly necessary for such use. All correspondence related to this matter shall be made to the notification addresses set forth in the offer, purchase order or offer.

The following legislation shall apply to all matters not expressly covered by the provisions of these GCC; Program and Source Code OWNERSHIP AND EXPLOITATION RIGHTS: the provisions of articles 95 to 104 of Legislative Royal Decree 1/1996, of 12 April that adopts the consolidated text of the Intellectual Property Act that regulates, clarifies and harmonises the currently applicable legal provisions on these matters.

Regardless of their participation in the Project, the Parties involved in the same shall not retain any rights over the Results or over the Intellectual Property Rights whatsoever. Neither shall they disclose, transfer or use the Results in any way whatsoever without the prior express written consent of IZERTIS. The Parties involved in the Project hereby undertake to refrain from using the Results or the Intellectual Property Rights for promotional activities, exhibitions or press releases.

The Parties may be exempted from the provisions of this clause by express written agreement. In this case, the Parties shall draw up an intellectual property assignment agreement of the Project by mutual consent.

Any agreement reached between the Parties for transfer of the intellectual property rights over the Results of the Project shall not enter into effect until the Client has paid the full Project price. Accordingly, it shall be understood that the Client waives all intellectual property rights if it fails to pay the total project price within TWO (2) MONTHS of the formal request to do so.

13. APPLICABLE LAW AND JURISDICTION

- 13.1. This Contract is commercial in nature and in all matters not provided for herein shall be governed by Spanish civil law, specifically by the applicable provisions of the Commercial Code and those of the Civil Code.
- 13.2. The Parties, expressly waiving any other jurisdiction to which they may otherwise be entitled, expressly agree to submit any discrepancies, litigation or controversy arising from interpretation of the offer, purchase order or offer to the law courts of the city of Gijón, Spain.