

Terms and Conditions of Use for Software



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1. Purpose and acceptance

1.1. Purpose

These General Terms and Conditions of Use of the Software ("GTCU") apply to all Software Licenses granted by LIBELIUM COMUNICACIONES DISTRIBUIDAS, S.L., with VAT number ES-B99135832 and registered office at c/ María Zambrano 31. WTCZ, Torre Este, pl. 7º, 50018 Zaragoza, Spain, and its Affiliates ("LIBELIUM") to any Customer, as defined below.

1.2. Acceptance

By purchasing a LIBELIUM Software License, the Customer acknowledges and accepts these GTCU, to the exclusion of any other terms and conditions of the Customer that have not been expressly accepted in writing by LIBELIUM. Only the specific terms and conditions agreed in writing between LIBELIUM and the Customer shall prevail over these GTCU.

1.3. Purchase orders

Any purchase order issued by the Customer in relation to the Software shall be exclusively for the Customer's internal administrative purposes and to facilitate payment. Under no circumstances shall the terms of such purchase order modify or form part of these GTCU or be binding on LIBELIUM, even if LIBELIUM signs a copy of said purchase order acknowledging receipt.

1.4. B2B

By purchasing a License, the Customer declares and guarantees that they are acting within the scope of a professional or business activity and that they are therefore not a consumer.

1.5. Modifications

LIBELIUM reserves the right to modify these GTCU at any time. These modifications shall not apply to Licenses in force during their term.

2. Definitions

a. **"Account Credentials"** refers to the passwords or password combinations that allow the Customer to access the Software.

b. **"Affiliate"** means any company, partnership, or entity controlled by, controlling, or under common control with any of the Parties. For these purposes, "Control" means the direct or indirect effective ownership of at least fifty percent (50%) of the voting shares (or their equivalent) of such company, or the power to direct, appoint, or remove the majority or more of the members of its board of directors (or their equivalent), or the power to control the general management of such company.

c. **"Confidential Information"** means any information that has been or is disclosed between the Parties, directly or indirectly, including, without limitation, any information related to their respective businesses and business plans, technologies, products, Software, IPR, trade secrets, Account Credentials, Data, Documents and Reports, in any form, whether written, oral, graphic, electronic or otherwise.

d. **"Customer"** means any person or entity that, within the framework of a business or professional activity, validly acquires a LIBELIUM Software License.

e. **"Data"** means any electronic data or information transmitted and/or received by the Customer or by Customer Devices by using the Software.

f. **"Device"** means any IoT device, User access device, or Customer's On-Premise Infrastructure owned or controlled by the Customer from which the Software is accessed.

g. **"Documents"** means any information contained in LIBELIUM's websites, manuals, technical guides, and training materials.

h. **"Force Majeure"** means any unforeseeable or unavoidable event that prevents the provision of the Services as provided for in these GTCS, and which is beyond the control of the Parties, including, without limitation, acts beyond their control, acts of third parties not under the control of the Parties, acts of any administrative or judicial body, war, insurrection, sabotage, armed conflicts, export controls, sanctions, embargoes, fire, flood, strikes or any other labor disturbances, transportation interruptions or delays, unavailability or interruption or delay in the supply of power, telecommunications or third-party services, virus or hacker attacks, third-party software errors, or failures in the internet infrastructure not managed by LIBELIUM.

i. **"Intellectual and Industrial Property Rights"**, or **"IPR"**, means, among other things, patents, patent applications, know-how, software, electronic software, firmware,

algorithms, source code, binary code, application programming interfaces (APIs), database rights, technology, proofs of concept, inventions, discoveries, improvements, practices, methods, processes, materials, ideas, formulas, samples, prototypes, compositions, drawings, diagrams, plans, studies, works in progress, visual demonstrations, concepts, trademarks, service marks, logos, slogans, translations, utility models, trade names, domain names, designs and models and any applications thereof, as well as copyright and related rights and trade secrets.

j. **“Infrastructure”** means the hardware and software environment owned or controlled by the Customer, in which the Software is installed and executed.

k. **“LIBELIUM”** means any company within the LIBELIUM Group.

l. **“License”** means a license acquired through a one-time payment, with temporary validity, non-exclusive and non-transferable, granted by LIBELIUM to the Customer to access and use the Software in accordance with the GTCU.

m. **“On-Premise Software”** means the current version of the Software installed on a Device by means of a License, which can be executed on third-party infrastructure outside of LIBELIUM.

n. **“Party” or “Parties”** refers to LIBELIUM and the Customer.

o. **“Reports”** means the results of the decryption or analysis of the Data obtained through the use of the Software.

p. **“Services”** means any service provided by LIBELIUM in connection with the Software, including, but not limited to, access, Technical Support, training, developer tools and tutorials.

q. **“Software”** means the “iris360” data analysis software and any updates developed by LIBELIUM, and licensed to the Customer in exchange for a fee, whether in Software as a Service (SaaS) mode or as On-Premise Software, which allows the Customer to view, host, analyze and manage Data and obtain a Report.

r. **“Software as a Service (SaaS)”** means the Software used by the Customer in the LIBELIUM cloud.

s. **“Technical Support”** means the technical assistance service offered by LIBELIUM for each type of License and described in the Annex.

t. **“User”** means any natural person within the Customer’s organization who has been provided with Account Credentials under a License.

3. Software Licenses

3.1. Paid license

LIBELIUM grants the Customer a paid-up, temporary, non-exclusive and non-transferable License to use the Software in accordance with these GTCU. The License allows the Customer to

- a. Install and use the Software, or access it in the LIBELIUM cloud, depending on the modality.
- b. Record and analyze the Data for which the Software is intended, whether in SaaS mode or on the Customer’s Device.
- c. Obtain Reports.

3.2. License content

The License includes the Technical Support services offered by LIBELIUM for each modality, which can be consulted in the Annex and at <https://www.iris360iot.com/plans/>

3.3. SaaS License

- The SaaS License allows the Customer to access IRIS360, a Software owned by LIBELIUM and the use of which is not exclusive to the Customer, by means of Account Credentials, to transmit and analyze Data and obtain Reports, according to the modality of the License acquired, the updated version of which can be consulted here at any time: <https://www.iris360iot.com/plans/>.
- The default validity period for this License is one year, unless a different period is agreed upon with the Customer.
- The SaaS License does not include implementation, integration, custom code development, training, or any consulting services. All such Services are considered outside the scope of the SaaS License and may require an additional contract between LIBELIUM and the Customer.

3.4. On-Premise License.

- The On-Premise License allows the Customer to install the Software on the number of Devices and on the Infrastructure covered by the contracted License modality and under its exclusive responsibility.
- The Devices and the infrastructure must comply with the minimum compatibility requirements communicated by LIBELIUM to the Customer.
- The validity period of this License shall be determined in the contract between LIBELIUM and the Customer.

3.5. Responsibility

The Customer is solely responsible for: (i) the accuracy, quality, integrity, and legality of the Data recorded by the Software, as well as the means by which the Customer has obtained such Data when the Devices from which they originate have not been supplied by LIBELIUM; (ii) implementing a security system to prevent unauthorized access to or use of the Software and immediately notifying LIBELIUM of any unauthorized access or use.

3.6. Prohibitions

The Customer shall not perform any of the following actions:

- a. Copy, sublicense, distribute, or transfer the License or the Software by any means.
- b. Alter the Software code, edit it, adapt it, or modify it.
- c. Decompile, disassemble, or reverse engineer the Software.

3.7. Software Usage Control

LIBELIUM reserves the right to perform, directly or through its providers, audits or random checks to verify that the use of the Software by the Customer and the Users complies with the terms of the granted License. In the event of License abuse, LIBELIUM reserves the right to cancel the Customer's Account Credentials without prior notice.

3.8. Data Ownership

The transmitted Data and the Reports prepared with the Software belong to the Customer, who grants LIBELIUM a free, non-transferable license, limited to the term of the License, to access the anonymized Data from the Devices, for the sole purposes of learning from the Customer's use and continuously improving the Software..

4. Description of Software as a Service -SaaS- and On-Premise Software.

4.1. Software as a Service -SaaS-

- The functionalities of the SaaS Software and the different SaaS License modalities can be consulted here: <https://www.iris360iot.com/plans>.
- Each SaaS License allows the Customer access to the Software for the number of Users, storage capacity, and monthly traffic covered by the chosen License modality.
- The SaaS Software is not customizable, nor does it allow the Customer to download or otherwise obtain a copy of the Software.
- LIBELIUM undertakes, during the term of the SaaS License, to: (a) maintain the Software and Data in the LIBELIUM cloud, (b) allow Users to remotely access and interface with an execution instance of the Software via the Internet, using duly configured compatible web browsers (or through APIs developed by the Customer or by LIBELIUM for the Customer, through the relevant Service provision contract) and (c) allow Users to access and store Data through the use of the Software. All SaaS Services are provided, at a minimum, in Spanish and English languages.
- LIBELIUM reserves the right to update the SaaS Software at any time.
- In its effort to continuously improve the Service, LIBELIUM reserves the right to perform updates and modifications to the SaaS Software at any time. These updates may include performance improvements, security patches, or changes to existing functionalities.
- LIBELIUM will maintain a public and updated record of all relevant modifications in a specific section of the web platform itself. When these modifications may substantially alter the main functionality of the SaaS Software, LIBELIUM will provide information on the same channel with reasonable notice.
- The continued use of the SaaS Software by the Customer following the implementation of any change shall be considered as an acceptance of such modifications.
- The Software in its SaaS and On-Premise versions is certified in ENS High level.
- LIBELIUM holds the ISO 27001/2022 information security management system (ISMS) certificate.

4.2. Software On-Premise

- Each On-Premise Software License allows the installation of the Software on the Devices covered by the License modality contracted by the Customer.
- The minimum compatibility requirements for the Devices on which the On-Premise Software may be installed are detailed in each offer from LIBELIUM to the Customer.
- The On-Premise Software is customizable under the terms agreed upon between LIBELIUM and the Customer.
- The Software does not collect or record any personal Data, nor does it provide access to any LIBELIUM cloud services.
- LIBELIUM may access the Data recorded by the Software for the sole purpose of improving it.
- LIBELIUM does not guarantee that the Software will be compatible with any other software or with the Customer's Devices or Infrastructure.
- LIBELIUM does not guarantee any aspect of security, availability, integrity, or confidentiality related to the Infrastructure provided by the Customer.
- The Technical Support provided for in the Annex requires a maintenance contract with LIBELIUM.

5. Account Credentials Creation and Security

5.1. Data required

All data required by LIBELIUM to obtain Account Credentials are of mandatory completion and will be treated by LIBELIUM as Confidential Information under the conditions set forth herein and in accordance with LIBELIUM's Privacy Policy accessible here:

<https://www.libelium.com/es/privacy-policy/>

5.2. Users access

After LIBELIUM issues the Account Credentials, the Customer can grant access to Users from the web interface. To remove Users, the Customer must notify LIBELIUM in writing.

5.3. CGUS mandatory

The Customer is responsible for ensuring that all its Users comply with these GTCUs and especially, that they comply with the following upon their first access with their Account Credentials: (A) read and show their agreement online with these GTCU; and (B) provide certain personal data that will be used solely for the purposes of identification and verification of said User. The Customer undertakes to immediately suspend the Account

Credentials (1) of any User who ceases to be considered a User by the Customer; (2) upon any breach or threat of breach of these GTCU by any User.

5.4. Confidentiality

The Customer and the Users have a duty of custody over the Account Credentials, which they must treat as LIBELIUM Confidential Information in the manner provided in these GTCU. LIBELIUM may, at any time, suspend the Account Credentials of any User suspected of having misused such Access Credentials or breached these GTCU.

6. Service Level Agreement (SLA)

LIBELIUM guarantees the service level agreement (SLA) for the On-Premise Software as described in the the Customer's specific contract. For the SaaS Software, the SLA shall be as follows:

- **Service Scope.** The Service includes, without limitation, access to and use of the main functionalities of the Software (which may be distributed across different microservices, in which case it will be measured as an average of the whole), basic technical support during standard hours, and updates that improve the stability and security of the Software. Advanced customization of the Software, development of new custom functionalities, technical support outside established hours or premium support, and integration with third-party systems other than those explicitly supported are excluded from the service.
- **Uptime:**
 - **Calculation Formula:** Uptime will be calculated as the percentage of time in a measurement period during which the Service is operational and accessible, excluding scheduled maintenance and downtime due to causes beyond LIBELIUM's control. The formula shall be: $(\text{Total Period Time} - \text{Unscheduled Downtime}) / \text{Total Period Time} * 100$.
 - **Measurement Period:** The measurement period for calculating Uptime will be monthly, beginning on the first calendar day of each month and ending on the last calendar day of the same month.
- **Degraded System State:** The Software is considered to be in a degraded state when one or more non-critical functionalities of the Service are not operational, or their performance is significantly affected, but the main functionality of the Software remains accessible and usable by the majority of Users. Non-critical functionalities include, without limitation, the generation of secondary reports, advanced customization functionalities that do not prevent the basic use of the

Service, or access to specific third-party integrations. The time during which the Software is in a degraded state will not be counted as total downtime for the purposes of calculating Uptime, although incidents will be recorded for analysis and improvement.

- **Uptime Commitment:** LIBELIUM undertakes to maintain a monthly Uptime percentage of 99.5% for the Service.
- **Exclusions and Exceptions:**
 - a. **Scheduled Maintenance:** Scheduled maintenance, which includes Software updates, security patches, and infrastructure improvements, will be announced at least 48 hours in advance. This time will not be counted as downtime for the purposes of calculating Uptime.
 - b. **Causes Beyond LIBELIUM's Control:** Service interruptions caused by factors outside LIBELIUM's reasonable control, including, without limitation, any Force Majeure event, sustained and large-scale denial-of-service (DDoS) attacks, or failures in the Customer's Devices, shall not be considered a breach of the Uptime commitment.
- **Monitoring Tools:** LIBELIUM will use internal and external monitoring tools to track Service performance and Uptime in real time.
- **Public Status Page:** LIBELIUM will maintain a public status page where the Customer can check Service availability, current and past incidents, as well as scheduled maintenance.
- **Compliance Reports:** Upon the Customer's request, LIBELIUM will provide monthly Uptime reports detailing the Service's performance during the measurement period.
- **Incident Communication Plan:**
 - **Initial notification:** In the event of an incident affecting Service availability, LIBELIUM will send an initial notification to affected Customers within 12 hours of detecting the problem, via email and/or the public status page.
 - **Periodic updates:** LIBELIUM will provide periodic updates on the status of the incident, the identified root cause (if known), and the estimated time for resolution.
 - **Post-Mortem Analysis (RCA):** Following the resolution of the incident, LIBELIUM will perform a post-mortem analysis (Root Cause Analysis - RCA) and publish a report within five (5) business days, describing the root cause, the actions taken to mitigate the impact, and the preventive measures implemented to avoid future recurrences.
- **Support Channels:** The support channels available to Customers are those set forth in the "Technical Support Annex" of these GTCU.

7. Fees, Billing and Payment

7.1. Fees

The Software License fees for every modality and accepted payment methods in effect at any given time are indicated to the Customer online at the time of subscription or installation. They are also specified in the Customer contract, of which these GTCU shall form part. The fees shall be increased by VAT or any other tax that replaces it, at the applicable rate at any given time.

7.2. Billing and Payment

Licenses are contracted through a one-time payment prior to accessing the Software. LIBELIUM will issue an invoice using the Data provided by the Customer.

7.3. Renewal

SaaS Licenses shall automatically renew upon expiration, unless the Customer notifies LIBELIUM in writing of its intention not to renew at least seven (7) days prior to the renewal date. Renewal may involve a fee increase for the following annual period, at LIBELIUM's sole discretion.

7.4. Software Updates

The fees for SaaS modalities include software and security updates. For On-Premise versions, the details and terms of access to updates will be defined in each specific contract.

7.5. Offers

LIBELIUM reserves the right to periodically offer specific deals for Licenses of longer duration or with different features, limited to the conditions established by LIBELIUM at any given time.

7.6. Fees modifications

LIBELIUM reserves the right to modify the fees at any time without prior notice and, therefore, the Customer may not rely on any previous offer when contracting new Licenses or renewing existing ones.

7.7. No obligation to refund

LIBELIUM is not obliged to refund the fee paid by the Customer in whole or in part in the following cases:

- a. Cancellation of the Service in any of the cases provided for in Clause 12.1. during the validity period of a License.
- b. Denial of access to the Service by LIBELIUM, temporarily or permanently, based on a breach by the Customer of these GTCU or the specific limitations of the acquired License.
- c. Interruption of the Service due to causes not attributable to LIBELIUM, including Force Majeure.

7.8. Interruptions

In the event of an interruption of the Service provided for in Clause 6 due to causes attributable to LIBELIUM, LIBELIUM shall grant the Customer a service credit to be deducted from the payment in the next billing period, according to the following table:

Global Service SLA	Compensation %
< 99.5% but ≥ 98.0%	10%
< 98.0% but ≥ 95.0%	25%
< 95.0%	100%

8. Privacy and Data Protection

8.1. Privacy and Data Protection Policy

LIBELIUM's Privacy and Personal Data Protection Policy is available here:

<https://www.libelium.com/es/privacy-policy/>.

8.2. Non-Personal Data

Non-personal Data will be processed by LIBELIUM in accordance with Regulation (EU) 2023/2854 of 13 December 2023 on harmonized rules on fair access to and use of data. LIBELIUM shall be considered the Data Holder in relation to those managed through the SaaS Software, but not in relation to those managed through the On-Premise Software.

8.3. Data Confidentiality

LIBELIUM will treat all Customer Data as confidential and may only use it to (i) provide the Services; (ii) use aggregated and/or anonymous information to improve the Services, develop new services, display general usage trends of the Services, and for statistical analysis and commercial metrics; (iii) monitor the Customer's use of the Services for security and technical support purposes and for validation of the Customer's compliance and usage limitations, as well as to fulfill any other LIBELIUM obligation to the Customer; (iv) enforce these GTCU; and (v) share it with LIBELIUM's providers who need to know such information to provide the Services, provided they are bound by similar confidentiality obligations. This confidentiality obligation shall not apply to information that (1) LIBELIUM knows from another source or develops independently without reference to the Data, or (2) LIBELIUM is obliged to disclose at the request of an administrative or judicial authority.

8.4. Data Security

LIBELIUM will use reasonable commercial efforts to prevent Data security breaches. However, the Customer accepts that it is impossible to maintain seamless security in relation to the Software, and therefore LIBELIUM assumes no warranty in this regard. Consequently, the Customer shall be solely responsible in the event of damage or loss caused by unauthorized destruction, loss, interception, or alteration of the Data by unauthorized persons, even if such Data contains Confidential Information of the Customer or third parties.

8.5. Use of Data

By submitting personal Data through the Software, the Customer consents to the use of such Data in accordance with these GTCU and confirms to LIBELIUM that they have received express consent from the Users whose personal Data are used with the Software. In the event that the personal Data belongs to a third party, the Customer must certify to LIBELIUM that they have obtained such Data in accordance with applicable data protection regulations and that they have all the necessary authorizations and consents to dispose of such Data.

8.6. Data Anonymity

The Customer and the User guarantee to LIBELIUM that any Data uploaded to the cloud for processing through the SaaS Software shall be anonymized.

8.7. Data Backups

LIBELIUM will perform backup copies of the Data uploaded by the Customer through the SaaS Software, according to the corporate security policy. The Customer shall be solely responsible for the implementation of a procedure to perform backup copies of the Data collected with the On-Premise Software, in accordance with current regulations.

9. Intellectual Property Rights -IPR-

9.1. Ownership and guarantee waiver

LIBELIUM is the Software developer and owner of all Intellectual Property Rights associated with it and guarantees that it has the right to grant Licenses. However, LIBELIUM does not guarantee that the use of the Software by the Customer will not infringe third-party Intellectual Property Rights. Therefore, LIBELIUM disclaims any liability arising from any claim by a third party for infringement of the Software on said third party's IPR, as well as any liability arising from direct or indirect damages caused by the Software, including, without limitation, loss of business, contracts, or opportunities; loss or corruption of Data, databases, Reports, or software; damage or loss of Devices; or loss of income or profits.

9.2. Trademark Ownership

LIBELIUM is the owner of the trademarks and any logo, design, or image associated with them and under which the Software is marketed. The purchase of a License does not confer upon the Customer any right or license to use these IPR.

9.3. Copyright

LIBELIUM is the owner of the copyright and any other Intellectual Property Right associated with the Documents delivered to the Customer under a License. The Customer may not copy, extract, distribute, or publish any part of the content of the Documents without the prior written consent of LIBELIUM.

9.4. Trade secret

The Software is also considered a trade secret of LIBELIUM, under applicable laws.

9.5. Data Ownership

Both the Data and the Reports are the property of the Customer, without prejudice to the provisions of clause 8.3.

9.6. Software Prohibitions

The Customer is expressly prohibited from, without limitation: (a) performing or attempting to perform reverse engineering, disassembly, decompilation, reconstruction, modification, or creation of versions of the Software; (b) altering the source code of the Software in any way; or (c) distributing or transferring the Software to third parties by any means.

9.7. LIBELIUM's Liability

(a) LIBELIUM's obligation to indemnify the Customer. LIBELIUM shall defend, at its own expense, claim against the Customer that the Software infringes a third party's IPR and, at its discretion, shall settle such claim or bear the costs of any final decision against the Customer, provided that: (i) the Customer notifies LIBELIUM of such claim immediately and in writing, (ii) LIBELIUM has sole control of the defense of any lawsuit arising from such claim and all negotiations for its resolution or settlement, and bears the costs thereof (except when any of the exclusions in Clause 9.7 (c) apply); and (iii) the Customer cooperates fully, at LIBELIUM's expense, in the defense, resolution, or settlement of such claim. This Clause establishes LIBELIUM's sole and exclusive liability, and the Customer's exclusive remedy, for any and all claims regarding the infringement of any IPR.

(b) LIBELIUM's right to act to avoid any claim. In the event of a claim as indicated in section (a) above or, in LIBELIUM's opinion, should such a claim be likely to occur, the Customer shall allow LIBELIUM, at LIBELIUM's discretion and expense: (a) to provide the Customer with the right to continue using the Software, (b) to modify the Software so that it no longer incurs infringement, without substantially affecting its functionality, or (c) to terminate the License and grant the Customer a credit equal to the proportional part of the License fee paid, based on the terminated period, pro-rated according to the number of months remaining in the paid license period.

(c) Exclusions from LIBELIUM's obligation to indemnify the Customer. LIBELIUM shall have no liability toward the Customer under the provisions of paragraph (a) of this Clause 9.7 or any other provision, when the claim is motivated by: (a) the use of the Software together with Devices, Infrastructure, or software that do not comply with the conditions of the

License, when the Software itself does not incur infringement, (b) the use of the Software in an application or environment for which it was not designed or intended under the conditions of the License, (c) the use of a version of the Software that is not current; (d) the modification of the Software by anyone other than LIBELIUM; or (e) any claim for infringement of any IPR owned by the Customer.

10. Warranties and Exclusions

10.1. Warranties

LIBELIUM warrants that it will provide the Services in a professional manner, with due diligence and in accordance with the terms of the License and these GTCU.

10.2. Claims

Any claim against LIBELIUM for damages related to the Services and attributable to LIBELIUM must be notified in writing within one year from the end of the License period, after which the action shall expire.

10.3. Disclaimer

LIBELIUM expressly disclaims (and the Customer accepts): (a) any warranty of fitness of the Software for a purpose not expressly described in the License; (b) that the Software is secure and proof against unwanted access; (c) that the Data will not be destroyed, lost, intercepted, or altered by unauthorized third parties; (d) that the use of the Software or the Services will be continuous, error-free, or that it will not damage or harm Data, Devices, or Infrastructure.

11. Responsibilities and Limitation of Liability

11.1. Limitation of liability

Except in the case of willful misconduct or gross negligence, the limit of LIBELIUM's liability for damages arising from the use of the Services and for all concepts shall be equivalent to the fees paid by the Customer for the Services during the twelve months preceding the claim. LIBELIUM shall not, under any circumstances, be liable for damages due to Force Majeure, actions or omissions of the Customer, nor for business interruptions or losses of business, profit, or Data, loss of earnings (*lucrum cessans*), or any other indirect damage, including, without limitation, losses caused by the interruption, termination, or failed

operation of the Internet, third-party telecommunications services, or third-party security systems, even if LIBELIUM has been advised of the possibility of such damages.

11.2. Disclaimer

LIBLEIUM shall have no liability regarding the quality or integrity of the Customer's Data. Any Data contained in the Report obtained through the Software is used and/or interpreted under the sole responsibility of the User and/or the Customer. LIBLEIUM is not responsible for any illicit or improper use of the same.

11.3. Customer liability

The Customer is solely responsible for

- (a) Establishing, maintaining, and operating, at its own expense, the Customer's connection to the SaaS Software via the Internet (the speed of which may have a significant impact on the responsiveness of the Software), and for providing all computer hardware and software, duly configured web browsers, modems, and access lines compatible with the License.
- (b) The compatibility of the Devices, the Infrastructure, and any other software of the Customer or third parties with the On-Premise Software.

12. Cancellation and Termination of the Service

12.1. Early termination

Either Party may terminate the License agreement early by written notice to the other Party:

- A. If the other party breaches the terms set forth in these GTCU or in the License agreement and fails to remedy such breach within thirty (30) days of receipt of a written notice from the non-breaching party.
- B. In the event of dissolution or liquidation of either Party.

12.2. Suspension

Without prejudice to other remedies, LIBLEIUM may immediately issue a warning, or temporarily or indefinitely suspend the License if the Customer and/or its Users breach these GTCU. The suspension of the License for this reason shall not result in an extension of the Service period.

12.3. Effects of termination

Upon termination of the License or upon the expiration of the License term without renewal:

- A. The Customer shall cease use of the License and immediately deliver to LIBELIUM the originals and all copies of any Document or LIBELIUM Confidential Information in its possession or control, or shall destroy them, certifying this action to LIBELIUM.
- B. The Customer shall have a period of one month from the expiration or cancellation of the SaaS License term to download the Data stored in the cloud. After said period, the Data will be deleted by LIBELIUM.
- C. In any of the cases of termination, rescission, or suspension, the provisions of Clause 7.7 shall apply.
- D. Clauses 2, 3.8, 7.7, 8, 9, 10, 11, 12.3, 13, 14, 15.4, and 15.7 shall remain in force after the resolution or expiration of the Services.

13. Export Control

13.1. Export control

The Software may be subject to European Union export controls, including, but not limited to, export controls derived from regulations on defense and dual-use materials and sanctions on certain countries. In such cases, LIBELIUM shall request and obtain any license or authorization required by any Spanish authority or any other European Union member state before allowing the Customer access to the Software.

13.2. Export licenses

Under the circumstances described in the preceding paragraph, the Customer accepts that the License agreement and any access to the Services are conditioned upon LIBELIUM's prior procurement of any export license or authorization necessary for access to the Software. The Parties shall cooperate and provide mutual assistance to obtain such licenses and authorizations. LIBELIUM shall not be liable if its export license application is rejected by the Spanish authorities for reasons not attributable to LIBELIUM, which shall be considered a Force Majeure event, in which case LIBELIUM shall refund any advance payment collected to the Customer.

13.3. Customer warranties

The Customer warrants to LIBELIUM that:

- a) the User and final destination of the Software are those disclosed to LIBELIUM when entering into the License agreement;
- b) that neither the Customer nor the final user are included in any list of entities sanctioned by the Council of the European Union, the United Nations Security Council, or the Sanctions Committee for the freezing of funds and economic resources, nor subject to trade restrictions or embargoes;
- c) that it will not re-export or transfer the Software in violation of European Union export control regulations and, specifically, for use in Russia, Belarus, Crimea, or Sevastopol;
- d) that the Software is intended exclusively for civil use.

13.4. Damages

The Customer shall indemnify LIBELIUM for damages (including, without limitation, fines, penalties, and legal costs) arising from the breach of the obligations established in this clause. Without prejudice to any other action that may correspond to LIBELIUM in defense of its rights, the Customer accepts that damages payable to LIBELIUM in such cases shall not be less than five million euros (€5,000,000.00).

14. Applicable Law and Dispute Resolution

14.1. Applicable law

These GTCU shall be interpreted and governed in accordance with the laws of the Kingdom of Spain.

14.2. Dispute resolution

Any controversy or difference between the Parties regarding the interpretation of these GTCU or the breach of the obligations set forth herein, which cannot be resolved amicably by the Parties within a period of one month, shall be submitted to the respective management bodies of the Parties for an additional period of thirty days to attempt an amicable resolution, before either Party has the right to file a claim. This does not apply to claims with a shorter statute of limitations.

14.3. Jurisdiction and arbitration

If such controversy or difference is not resolved amicably, the Parties, waiving any other jurisdiction that may correspond to them, agree to submit to the following jurisdictions:

- a) If the Customer is domiciled in Spain or in a country within the European Economic Area (EEA), to the Courts and Tribunals of the city of Zaragoza, Spain.
- b) If the Customer is domiciled outside the EEA and said country is a member of the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, to the arbitration of CIAM-CIAR, which shall appoint a sole arbitrator and conduct the arbitration proceedings in accordance with its rules. The seat of arbitration shall be Madrid, Spain, and the language of arbitration shall be the one used by the Parties in their negotiations. The Parties expressly agree to execute the arbitral award in good faith and without any appeal.
- c) If the Customer is not established in a country that is a party to the 1958 New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards, the controversy shall be submitted to any competent court chosen by LIBELIUM.

15. Miscellaneous

15.1. Independence

The Parties are independent contractors, and therefore neither assumes any liability for the consequences of the performance or breach of the License agreement by the other.

15.2. Non-assignment

The Customer will not assign the License agreement, in whole or in part, nor any of the rights or obligations derived therefrom, without the express written consent of LIBELIUM.

15.3. Force Majeure

Neither Party shall be liable for the failure to perform or delay in performing its obligations under the License agreement if it is due to a Force Majeure circumstance, as defined in these GTCU. The Party affected by Force Majeure shall immediately notify the other Party in writing and shall take all reasonable measures to minimize the effects of such Force Majeure on this Contract. If Force Majeure affects the provision of the Services, their term of validity shall be extended for the duration of the Force Majeure event.

15.4. Waiver

No waiver by either Party, whether express or implied, of any breach of any provision of these GTCU or the License agreement by the other Party, or of the exercise of any right or remedy, shall be construed as a waiver of any subsequent breach of such provision or as a waiver of the provision itself.

15.5. Entire Agreement

These GTCU, of which its Annex forms an inseparable part, together with the specific agreement between LIBELIUM and the Customer, where applicable, constitute the entire agreement between the Parties with respect to the subject matter thereof, and all other contracts, understandings, statements, warranties, and writings are annulled and replaced by these.

15.6. Severability

If any provision of these GTCU is found to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that they remain in full force and effect and enforceable.

15.7. Good Faith

The Parties shall conduct their business relations in good faith and in accordance with the principles of business loyalty.

15.8. Anti-Bribery and Anti-Corruption

The Parties share the fundamental value that any commercial activity must be legal in the country where the activity is carried out. This means, among other things, that any ancillary contract granting compensation to any person or entity other than the Parties in connection with, for example, sales, services, purchases, deliveries, and/or payments and which is not reasonable in light of the value of the services provided, is strictly prohibited. Furthermore, the Parties agree to comply with applicable antitrust laws, including prohibitions on price-fixing, collection or provision of information on competitive bids, allocation of markets or customers, and similar illegal activities.

Annex Technical Support

Technical Support Document – Iris360 Software Product Index

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1. Introduction

To ensure Customer satisfaction and the continuous operability of the Iris360 Software service, LIBELIUM offers an ecosystem where the Software is delivered and managed in the cloud, with assistance ranging from initial configuration and technical incident resolution to the optimization of its use and guidance on new functionalities.

2. Technical Support for SaaS (Software as a Service)

2.1. SaaS Service Description

For LIBELIUM's SaaS service, technical support includes assistance in configuring the Software for the first time and solving any technical failures that arise, as well as optimization, verifying that the Customer uses it correctly and keeping them up to date with new added functions.

2.2. Support Levels for SaaS

Tier 1: Essential Support and Initial Configuration This level ensures a smooth integration and operation with LIBELIUM's SaaS. It includes the initial configuration and the onboarding process, facilitating User familiarization with the platform. Additionally, it handles the resolution of common technical incidents according to established product guides and provides information on news and updates, explaining their application and benefits.

Tier 2: Advanced Problem Resolution and Optimization. The second level of support is dedicated to resolving complex issues that require superior technical expertise. This service performs a specialized analysis of the Client's implementation to identify and correct errors or "bugs," thereby ensuring the optimal performance and stability of the SaaS service.

2.3. Support Hours for SaaS

Our customer support hours are Monday to Thursday from 9:00 to 17:00 CET, and Fridays from 9:00 to 15:00 CET.

2.4. Support Channels for SaaS

Libelium provides its Clients with a ticketing system for managing SaaS support incidents. This system allows for the receipt of communications and notifications, both through the ticketing platform and via email. Additionally, when the incident requires it, remote

assistance may be offered through telephone contact or the use of remote management software for resolution.

2.5. Procedure for Requesting SaaS Support

To request SaaS support, LIBELIUM provides a support hours plan managed by the sales department. Once purchased, access to the ticketing platform will be provided via support.libelium.com.

2.6. Response Times for SaaS

- Tier 1: 8h (within support business hours)
- Tier 2: 48h (within support business hours)

3. Technical Support for On-Premise (Locally Installed Software)

3.1. On-Premise Service Description

Technical support aims to ensure the operability and performance of the Software installed on a Client Device. This service includes installation assistance, resolution of technical incidents specific to the local implementation, and optimization of the Software within the Client's environment.

3.2. System Requirements for On-Premise

The Client is responsible for ensuring that their Devices and Infrastructure meet the minimum compatibility requirements established by LIBELIUM for the correct installation and operation of the On-Premise Software. These requirements are detailed in the specific offer or contract for each On-Premise License. LIBELIUM does not guarantee Software compatibility with any other software or hardware not specified in said requirements.

3.3. Support Levels for On-Premise

Technical support for On-Premise Software shall be offered under a specific maintenance contract with LIBELIUM and may include the following levels:

- **Tier 1: Basic Support and Initial Diagnosis.** This level covers assistance with Software installation, initial configuration within the Client's environment, and preliminary diagnosis of technical incidents. LIBELIUM will provide guidance on basic Software usage, and more complex issues will be escalated to Tier 2.

- **Tier 2: Advanced Problem Resolution and Maintenance.** This level is responsible for resolving complex technical issues that require an in-depth analysis of the Client's implementation. It includes the identification and correction of Software errors (bugs), performance optimization within the Client's infrastructure, and the application of updates and security patches.

3.4. Support Hours for On-Premise

Customer support hours for On-Premise support shall be defined in the specific maintenance contract between LIBELIUM and the Client. In the event of omission, the general SaaS support hours shall apply.

3.5. Support Channels for On-Premise

LIBELIUM will provide the Client with the support channels established in the maintenance contract, which may include:

3.5.1. Ticketing System/Online Support Portal

For formal incident management and request tracking, accessible through a designated platform.

3.5.2. Email

For communications and notifications related to support.

3.5.3. Telephone Support

For remote assistance in cases where it is required and according to the terms of the maintenance contract.

3.5.4. Remote Management Software

When necessary for incident resolution, subject to prior authorization from the Client.

3.6. Procedure for Requesting On-Premise Support

Requests for On-Premise Software support shall be made according to the procedure established in the maintenance contract, including the management of support hours, if applicable. In the event of omission, the general SaaS procedure shall apply.

3.7. Response Times for On-Premise Software

Response times shall be detailed in the specific maintenance contract with the Client. In the event of omission, the general SaaS response times shall apply.

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