

END USER LICENSE AGREEMENT (EULA)

KARTOS - QONDAR

This End User License Agreement (hereinafter referred to as "EULA") is a legal agreement between you (the "End Customer" or "Licensee") and ENTHEC SOLUTIONS S.L. (hereinafter referred to as "ENTHEC" or "Licensor"), with registered office at Calle del Turia 53, 46008 Valencia (Valencia). This EULA governs the use of the KARTOS and QONDAR software applications (hereinafter referred to as the "Software"), including any associated materials, documentation, updates, and improvements.

By accepting this EULA, whether by clicking "I Agree" or otherwise using the Software, you represent and warrant that: (i) you have the legal capacity to bind your company or entity to the terms of this EULA, (ii) you have read and understood this EULA, and (iii) you agree to abide by the terms of this EULA. If you do not agree to these terms, do not use the Software.

1. DEFINITIONS

1.1. General

- "End Customer" or "Licensee": The entity or person who has acquired a license to use the Software, in addition to complying with all provisions and restrictions set forth in this Agreement.
- "Software": Means the Kartos and Qondar applications, including all associated updates, enhancements, and documentation.
- "End User": Refers to the natural person who accesses, installs, operates, or uses the software. The End User is responsible for using the software and complying with all provisions and restrictions set forth in this Agreement.

Specific definitions of the Software are set out in ANNEX I to this EULA.

2. SOFTWARE SERVICES AND FEATURES

The main features of KARTOS and QONDAR can be found at www.enthec.com. ENTHEC reserves the right to update or upgrade the Software, which may be subject to additional terms.

ENTHEC will provide the software services as set out in ANNEX II to this EULA.

The END CUSTOMER/END USER is responsible for reviewing this information before using the Software to ensure that it meets their needs and expectations.

ENTHEC reserves the right to update or upgrade the Software, which may be subject to additional terms. These updates may include security improvements, new features, bug fixes, and adaptations to regulatory or technological changes. Updates may be mandatory to maintain the integrity and security of the Software. ENTHEC will notify the END CUSTOMER of the availability of updates and any additional terms that may apply, including

possible changes to usage policies or technical requirements. ENTHEC strives to ensure that these improvements and updates do not adversely affect the END CUSTOMER's continued use of the Software; however, changes may be necessary that involve an adjustment in how the Software is used. END CUSTOMER agrees to implement necessary updates within a reasonable time to maintain the security and optimal operation of the Software.

3. LIMITED LICENSE GRANT

Through the use of the Software, the END CUSTOMER is acquiring, and ENTHEC grants him a personal, revocable, limited, non-exclusive, non-sublicensable, non-transferable license to use the Software for his own non-commercial use, subject to the limitations defined in this EULA. The Software is being licensed to the END CUSTOMER, and the END CUSTOMER hereby acknowledges that no title or ownership of the Application is being transferred or assigned to the END CUSTOMER, and this EULA should not be construed as a sale of any rights in the Software. The rights granted to the END CUSTOMER herein are subject to his compliance with this EULA, and the END CUSTOMER agrees not to use the Software for any other purpose. Any other commercial use is prohibited.

4. LICENSE LIMITATIONS

Any use of the Software violating these License Limitations is strictly prohibited and may result in immediate revocation of your Limited License and may trigger your liability for law violations.

Unless you have received prior written authorization from ENTHEC, you agree not to:

- use cheats, automation software, bots, hacks, or any other unauthorized software designed to modify or interfere with the Software and/or any files that are part of it;
- commercially exploit the Software, Design, 2D or 3D models, Art, or any other part of the Software;
- create derivative works of the software;
- access or use the Software with any technology or means other than those provided in the Software or through other explicitly authorized means that ENTHEC may designate;
- make a copy of the Software available on a network where multiple users can use it;
- register domain names, social media accounts, or related addresses that include ENTHEC's trademarks;
- use the Software or related assets and/or ENTHEC's trademarks in or in connection with content that (i) promotes cheating, hacking, violence, discrimination, inappropriate topics, illegal activities, or sexually explicit content; (ii) makes false, dishonest, derogatory, or defamatory statements about ENTHEC and/or its products, employees, and agents; and/or (iii) contains other objectionable content;
- resell, copy, transfer, distribute, display, translate, or modify the Software or make derivative works of the Software or any part thereof;

- Reuse, copy, or distribute text, images, music, barcodes, video, data, hyperlinks, displays, or any other content provided by the Software;
- redistribute, sublicense, rent, publish, perform, sell, assign, lease, trade, transfer, or otherwise make the Software available to any third party;
- attempt to disable, reverse engineer, decompile, or otherwise attempt to extract the source code of the Software or any portion thereof, unless this is expressly permitted or required by applicable law or by the license terms governing the use of any open source component included in the Software;
- remove, obscure, or alter in any way any warnings, notices (including, but not limited to, any copyright or other proprietary rights notices), or links appearing on the Software;
- remove or alter ENTHEC's trademarks, or logos, or legal notices contained in the Software or related assets;
- use the Service to attempt to gain unauthorized access to any Service, Data, Account, or Network by any means;
- post any information that contains nudity, violence, or offensive topics or contains a link to such content;
- attempt or harass, abuse, threaten, defame, or infringe or violate the rights of any other party;
- use the software in any manner that is illegal, fraudulent, or deceptive;
- use technology or any other means to access ENTHEC's proprietary information not authorized by ETC;
- use or launch any automated system to access the website or ENTHEC's computer systems;
- attempt to introduce viruses or any other malicious computer code that disrupts, destroys, or limits the functionality of any software, hardware, or telecommunications equipment;
- attempting to gain unauthorized access to ENTHEC's network of computer equipment and/or servers or user accounts;
- encouraging conduct that constitutes a criminal offense or gives rise to civil liability; or
- use the Software in any manner not expressly permitted in this EULA.

ENTHEC reserves the right to determine, in its sole discretion, what type of conduct is considered a violation of the terms of this EULA. In addition, ENTHEC reserves the right to take appropriate action due to your violation of the terms of this EULA, including, but not limited to, prohibiting you from using the Software in whole or in part.

5. USE OF THE SOFTWARE

The END CUSTOMER is solely responsible for its users' use of the software license and must ensure that all of its users use the software following the terms and conditions of this license. Any breach or improper use of the license by its users will be the sole responsibility of the END CUSTOMER, who must respond to any consequences arising from such use.

The END USER is solely responsible for the content, information, or data (hereinafter referred to as "User Content") that it uploads, publishes, displays, links to, or in any way makes accessible (hereinafter "shares") through the Software. The END CUSTOMER

acknowledges and agrees that ENTHEC acts solely as a passive intermediary for the online distribution and publication of such User Content.

ENTHEC exercises no control over the access, privacy, confidentiality, or distribution of such User Content except as otherwise explicitly stated herein. The END CUSTOMER, together with the third-party service providers, is solely responsible for its User Content and is subject to the terms and conditions of such service providers.

To access the software, it will be necessary to authenticate using a username and password, complemented by a two-factor verification system that guarantees the integrity and security of access.

The END USER agrees not to share any Content obtained as a result of the search that: (i) may create risks of physical or mental harm, emotional distress, economic loss, injury, disability, illness, or any other harm to the END CUSTOMER, other people or animals; (ii) may cause any loss or damage to third parties or their property; (iii) it may be considered a crime or civil tort; (iv) contains information that END CUSTOMER is not authorized to share under laws or contractual agreements; (v) includes information that END CUSTOMER knows to be false, inaccurate, or out of date.

END CUSTOMER warrants that any shared User Content will not infringe any third-party rights, of any kind. By agreeing to this End User License Agreement (EULA), END CUSTOMER acknowledges that it has no expectation of privacy concerning the shared User Content.

ENTHEC assumes no responsibility for the Content in the search results, nor is it obliged to remove or modify any content deemed inappropriate or violating these provisions.

6. TECHNICAL SUPPORT AND MAINTENANCE

ENTHEC has an END CUSTOMER service system. These means and systems will be aimed at solving problems and incidents related to the elements subject to the contract.

THE END CUSTOMER will inform ENTHEC of any problem or breakdown that prevents access to the application, expressly exempting ENTHEC from any liability arising from the incorrect functioning of the computer system owned by the END CUSTOMER.

The purpose of the support system is to assist the END CUSTOMER in using the software licensed under this EULA optimally, but it is not a method of providing training.

As an END CUSTOMER of the Software, you may contact ENTHEC Support by email via support@enthec.com following ENTHEC's current policies.

7. OWNERSHIP

The Software is licensed, not sold. ENTHEC owns the Software, including all intellectual property rights therein. The Software is protected by copyright law and international treaties. ENTHEC reserves all rights in the Software not expressly granted to the END CUSTOMER in this Agreement. END CUSTOMER shall not delete or alter in any way any copyright, trademark, or other proprietary rights or trademark notices of ENTHEC or any third party appearing on the Software.

8. CONFIDENTIALITY AND DATA PROTECTION

8.1 Confidentiality. Both parties agree to protect the information from the other party under this EULA against any unauthorized disclosure, provided that such information has been clearly identified, in writing, as confidential. The parties undertake to apply at least the same diligence in protecting the other party's confidential information as they would in protecting their own confidential information. Such obligations shall remain in force until five (5) years have elapsed since the disclosure to the other party of the confidential information in question, even if this has ended prior to the expiration of said period.

Neither party may require the other to treat as confidential information that is already in the possession of the receiving party, that which is or was made public during the validity of the confidentiality obligation, that which has been independently developed by the receiving party, or that which was lawfully obtained from third parties without restriction on its disclosure.

8.2 Data protection. Each party undertakes to comply with all obligations under Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (GDPR) on protecting natural persons concerning the processing of personal data and the free movement of such data.

The END CUSTOMER will be the data controller, while ENTHEC will be the data processor. Both parties undertake to comply with the provisions of ANNEX III of this contract, which establishes the conditions and obligations for ENTHEC's processing of personal data following the provisions of Article 28 of the GDPR.

The END CUSTOMER undertakes to comply with all the provisions of the applicable data protection legislation, and in particular, in the use of KARTOS/QONDAR, by obtaining the corresponding explicit and informed consents from the subjects subject to the data searches, guaranteeing, in any case, that ENTHEC will be exonerated from any liability in this matter arising from its relationship with the END CUSTOMER for the use of the software.

9. SUSPENSION AND TERMINATION

9.1. Limitations on Suspension of Services. ENTHEC may Suspend the Services for the reasons set forth in clauses 9.2 (Breach of Acceptable Use Policy) and 9.3 (Urgent Suspension) of this EULA. Any Suspension under those sections shall be of the minimum duration and extent necessary to: (a) prevent or terminate the use in breach of the Agreement; b) avoid or solve the Urgent Security Problem; or c) comply with applicable laws

9.2. Failure to Comply with the Acceptable Use Policy. If ENTHEC becomes aware that the use of the Services by the END CUSTOMER or any END USER violates the Acceptable Use Policy, ENTHEC will request that the Customer cure the breach. ENTHEC may Suspend the Services if the END CUSTOMER does not cure such breach within 24 hours of such request or if ENTHEC is required by law to take any action.

9.3. Emergency suspension. ENTHEC may immediately Suspend the use of the Services or an END USER Account by the END CUSTOMER or any END USER if: a) there is an Urgent Security Issue, or b) ENTHEC is required to Suspend such use to comply with applicable

law. At the request of the END CUSTOMER, and unless prohibited by law, ENTHEC will notify the END CUSTOMER of the reason for the Suspension as soon as reasonably practicable. In the case of End User Account Suspensions, ENTHEC will give the END CUSTOMER Administrator the ability to reactivate the END USER Accounts in certain circumstances.

10. INDEMNIFICATION

10.1. ENTHEC's indemnification obligations. ENTHEC will defend END CUSTOMER and its Affiliates participating in this EULA (the "Customer Indemnified Parties") and repay them for Indemnified Liabilities in any Legal Proceeding Brought by Third-Parties to the extent that use under this EULA of any ENTHEC Indemnified Material by the Customer Indemnified Parties infringes the relevant third party's Intellectual Property Rights.

10.2. Indemnification obligations of the END CLIENT. Unless prohibited by applicable law, END CUSTOMER will defend ENTHEC and its Affiliates and repay them for Indemnified Liabilities in any Legal Proceeding Brought by Third Parties arising out of the following: a) any Indemnified Customer Material or b) the use of the Services by the END CUSTOMER or an END USER in violation of the Acceptable Use Policy or the Use Restrictions.

10.3. Exclusions from Indemnification. Clauses 10.1 (ENTHEC's Indemnification Obligations) and 10.2 (END CUSTOMER's Indemnification Obligations) shall not apply to the extent that the allegation arises from: a) the indemnified party's breach of the Contract; or b) a combination of ENTHEC Indemnified Materials or END CUSTOMER Indemnified Materials (as applicable) with materials not provided by the indemnifying party under the Agreement, unless the Agreement requires such combination.

10.4. Conditions of Indemnification. Clauses 10.1 (ENTHEC's indemnification obligations) and 10.2 (Client's indemnification obligations) depend on the following:

a) The indemnified party must immediately notify the indemnifying party in writing of the allegations that have preceded the Legal Process Initiated by Third Parties and reasonably cooperate with the indemnifying party to resolve the allegations and the process itself. If the defense of the Third-Party Proceeding is prejudiced by the breach of clause 10.4 (a), the indemnifying party's obligations set out in clauses 10.1 (ENTHEC's indemnification obligations) or 10.2 (Client's indemnification obligations) (as applicable) shall be reduced in proportion to the damage caused.

b) The indemnified party shall give complete control of the indemnified section of the Third-Party Legal Process to the indemnifying party subject to the following conditions: (i) the indemnified party may appoint independent counsel at its own expense; and (ii) any agreement requiring the indemnified party to admit liability, pay money, or take any action (or refrain from doing so) shall require the indemnified party's prior written consent and such consent shall not be conditioned, withheld, or delayed without cause.

10.5. Obligations and Exclusive Rights. Without affecting either party's rights of termination, Section 10 (Indemnification) provides for such parties' sole remedy under the Agreement concerning Third-Party claims relating to any infringement of the Intellectual Property Rights set out in that Section.

11. WARRANTIES AND DISCLAIMER

ENTHEC will make the software available to the END CUSTOMER "as is" without any other implicit or implied warranty, either of fitness for a particular purpose, or of the absence of defects or errors, or concerning its ability to be integrated into a given system, or concerning the accuracy of the information contained therein, except as expressly provided in this Agreement. The END CUSTOMER is responsible for evaluating whether the Software meets its specific needs. The results are solely under the responsibility of the END CUSTOMER/END USER. ENTHEC does not assume any liability for indirect damages and/or loss of profits due to the use of the software by the END CUSTOMER, except for willful misconduct, delinquency, or breach of this Agreement by ENTHEC.

ENTHEC does not warrant that the Software will be error-free, interruptions-free, or meet all of the Customer's expectations. Notwithstanding the foregoing, ENTHEC will assume, in its capacity as a software developer and manufacturer, the responsibility for all damages arising from problems in the design or execution of the software that affect its operation and/or performance. This responsibility shall include but is not limited to, the free-of-charge correction of errors and security failures related to such design or execution problems.

However, concerning using KARTOS/QONDAR, this liability shall not extend to the failure to detect cybersecurity vulnerabilities that the software has not identified or to the content of the results obtained. ENTHEC will not be liable for any damages suffered by the END CUSTOMER due to the non-detection of any specific vulnerability or the content of the results obtained.

12. GOVERNING LAW AND JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with it, its subject matter, or its formation (including non-contractual disputes or claims) shall be governed by and construed following the laws of Spain. For national clients, the parties submit to the exclusive jurisdiction of the Courts and Tribunals of Madrid for the resolution of any dispute related to this contract. In the case of international clients, any dispute shall be settled by arbitration following the rules of the International Court of Arbitration of the International Chamber of Commerce (ICC), the decision of which shall be final and binding on both parties.

13. MISCELLANEOUS

13.1. Notices. ENTHEC may notify the Client of notices by a) sending an email to the Notification Email Address or b) posting a notice on the Console. The Client may notify ENTHEC of notices by sending an email to the address enthec@enthec.com. Notice will be deemed received when: (i) the email has been sent, even if the other party has not received it; or (ii) the notice is posted on the Console. The customer is responsible for keeping its Notification Email Address up to date throughout the Term.

13.2. Emails. Under this Agreement, the parties may use emails to meet written consent and approval requirements.

13.3. Assignment. Neither party may assign the Agreement without the written consent of the other party, except if the recipient is an Affiliate, and provided that: (a) the assignee has agreed in writing to be bound by the terms of the Agreement; (b) the assigning party continues to be bound by the obligations under the Agreement if the assignee fails to comply with them; and (c) the assigning party has notified the assignment to the other party. Any other attempt to transfer will be considered null and void.

13.4. Change of Control. If a party experiences a change of Control other than an internal restructuring or reorganization: (a) that party shall notify the other party in writing within 30 days of the change of Control, and (b) the other party may immediately terminate the Agreement at any time within 30 days of receipt of such written notice.

13.5. Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations to the extent that the circumstances giving rise to such failure or delay are beyond its control, for example, in the event of fortuitous events, natural disasters, terrorism, riots, or wars.

13.6. Subcontracting. ENTHEC may subcontract obligations under the Agreement but will remain liable to the Client for the subcontracted obligations.

13.7. No waiver. The failure of either party to exercise a right contained in the Contract or to delay in doing so shall not constitute a waiver of such right.

13.8. Severability of Clauses. Even if any Section (or part of a Section) of the Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.

13.9. Non-existence of representation. The Agreement does not constitute any representation, trade association, or temporary association of companies.

13.10. No Third-Party beneficiaries. This Agreement does not confer any benefit on any third party unless expressly stated otherwise.

13.11. Compensation. In no event shall this Agreement limit either party's ability to seek relief.

13.12. Addenda. Except as otherwise expressly provided in the Agreement, any addendum must be in writing, clearly state that it modifies the Agreement, and be signed by both parties.

13.13. Independent development. In no event shall this Agreement be construed to limit or restrict either party from independently developing, providing, or acquiring any materials, services, products, programs, or technology that are similar to the subject matter of the Agreement, provided that in doing so that party does not breach its obligations under the Agreement.

13.14. Entire Agreement. This Agreement sets forth all terms agreed to between the parties and supersedes all prior or contemporaneous agreements between the parties relating to the subject matter of this Agreement. By entering into the Agreement, both parties acknowledge that they have not relied upon and will have no representations, representations, or warranties (whether made negligently or in bad faith) not expressly set forth in this Agreement. The Agreement includes URL links to other terms (including URL Terms) incorporated by reference into the Agreement.

13.16. Duplicates. The parties may execute this Agreement in duplicates, including facsimile, PDF, or other electronic copies, which together shall constitute a single instrument.

13.18. Headings. The headings and subheadings used in the Agreement are for reference only and shall not affect its interpretation.

By using the Software, END CUSTOMER agrees to abide by all of the terms of this EULA.

ANNEX I. SPECIFIC DEFINITIONS OF SOFTWARE

- "Acceptable Use Policy" means the Acceptable Use Policy for the Services.
- "Account" means the Customer's ENTHEC account credentials and corresponding access to the Services specified in this Agreement.
- "Additional Products" means products, services, and applications that are not part of but can be used with the Services.
- "Administration Console" means the online tools and consoles ENTHEC makes available to Customer to administer the Services.
- "Administrators" refers to the technical personnel designated by the Customer to administer the Services on its behalf, who may have access to Customer Data and END USER Accounts.
- "Associated Entity" means any entity with direct or indirect Control, which is Controlled or under common Control of a party.
- "Business Collaboration Agreement" means an addendum to the Agreement governing the treatment of protected health information (as defined in HIPAA). "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, taking into account any addenda from time to time and provisions published thereafter.
- "Brand Assets" means each party's distinctive trade names, trademarks, logos, domain names, and other brand elements.
- "Confidential Information" means information that a party (or Associated Entity) discloses to the other party under the Agreement and is defined as confidential or would usually be considered confidential in those circumstances. Customer Data is considered Confidential Customer Information. Confidential Information does not include information that the recipient has independently developed, that the recipient receives from a third party without confidentiality obligations, or that is made public through no fault of the recipient.
- "Control" means control of more than 50% of the voting rights or interests of a party.
- "Core Services" means the Core Services of the software described in the Services Summary.
- "Customer Data" means data submitted, stored, submitted, or received by Customer, its Affiliates, or its END USERS through the Services.
- "Customer Indemnified Material" means Customer Data and Customer Brand Assets.
- "Domain Email Address" means the email address of the Domain Name to be used in connection with the Services.
- "Urgent Security Issue" means: a) Customer's or END USERS' use of the Services that violates the Acceptable Use Policy and may adversely affect i) the Services, ii) other customers' use of the Services, or iii) the operation of ENGECE's network or servers used to provide the Services; or (b) access to the Services without proper authorization from a third party.
- "END USERS" means persons whom Customer permits to use the Services and who are governed by what an Administrator establishes.
- "END USER Account" means the accounts hosted by ENTHEC that are established by Customer through its Administrator for END USERS to use the Services.
- "Feedback" means comments or suggestions about the Services that the Customer provides to ENTHEC.

- "Amounts" means the product resulting from multiplying the number of Services used or ordered by the Customer by the applicable Prices plus any applicable Taxes.
- "ENTHEC Indemnified Material" means the ENTHEC technology used to provide the Services and the ENTHEC Brand Resources.
- "High-Risk Activities" means activities in which the use or failure of the Services may result in death, personal injury, or damage to the environment; for example, those related to nuclear facilities, air traffic control systems, life support systems, or weapons.
- "Included" means a non-exhaustive list of items for information purposes.
- "Indemnified Liabilities" means: (i) settlement amounts approved by the indemnifying party; and (ii) the damages and costs payable to the indemnified party and its Affiliates pursuant to the judgment of a court of competent jurisdiction.
- "Intellectual Property" means any material that may protect any Intellectual Property Rights.
- "Intellectual Property Rights" means all patents, copyrights, trade secrets (if any), trademarks, designs, databases, domain names, morals, and any other intellectual property rights (whether registered or unregistered) throughout the world.
- "Legal Process" means a request for disclosure of information required by law, governmental regulation, court order, subpoena, warrant, governmental regulation, or request by an agent or any other valid legal authority, legal proceeding, or similar process
- "Liability" means any liability, whether in contract, tort (including negligence), or otherwise, whether or not foreseen or contemplated by the parties.
- "Notification Email Address" means the email address(es) designated by Customer in the Admin Console.
- "Order Form" means the online order page(s) or any other order document ENTHEC deems acceptable under this Agreement, issued and accepted by ENTHEC, which specifies the Services ENTHEC will provide to Customer under the Agreement.
- "Order Term" means the period beginning on the Services Commencement Date and continuing for the time indicated in the Order Form, unless there is an early termination following this Agreement.
- "Other Services" means ENTHEC's Other Services.
- "Prices" means the applicable prices indicated in the order form.
- "Distributor" means, if applicable, an authorized third-party distributor that sells the Services to Customer but is not an Associated Entity.
- "Reseller Agreement" means the separate agreement between Customer and Reseller concerning the Services. The Distributor Agreement is separate and does not fall within the scope of this Agreement.
- "Services" means the Core Services and Other Services requested included in the applicable Order Form.
- "Services Commencement Date" means the commencement date set out in the Order Form or the date on which ENTHEC makes the Services available to the Customer, whichever is later.
- "Summary of Services" means the description that is in force and indicated on the website Enthec.com
- "Major Shutdown" means the implementation on the Core Services of a material interruption or modification inconsistent with previous versions that prevents Customer or END USERS from using the Services to: 1) send and receive e-mail

messages; 2) scheduling and managing events; 3) create, share, store, and synchronize files; 4) communicate with other END USERS in real time; or (5) search, archive, and export e-mail messages.

- "Service Level Agreement" means the applicable Service Level Agreements, including, specifically, for the Software that follows the following platform uptime policy ("Downtime"): Monthly Uptime Percentage
- Service days added to the end of the service at no charge to the customer.
 - o Less than 95%..... 3
 - o Between 95% and 90%..... 7
 - o Between 90% and 88%..... 12
- "Suspend" or "Suspension" means disabling access to or use of the Services or its components.
- "Taxes" means all government taxes, except those applicable to ENTHEC's or Client's net income, net worth, asset value, property value, or employment.
- "Term" means the period commencing on the Effective Date and continuing for as long as an active Order Form exists.
- "Third-Party Legal Proceeding" means any formal legal proceeding brought by a non-affiliated entity in a governmental or other court (including appellate proceedings).
- "Technical Support Services" means the technical support services ENTHEC provides to the Customer under the Technical Support Services Guidelines.
- "Help Desk Guidelines" means the guidelines that apply to existing help desks, which refer to issues such as:
 - Errors detected on the platform.
 - General purpose problems.
 - Requests for help.
 - For all this, ENTHEC makes available to the customer the help platform accessible from the User Menu and the support email: support@enthec.com providing a response to severe incidents within 8 hours and minor incidents or doubts of use within 24 hours.
- "Restrictions on Use" means the restrictions in clause 3.4 (Restrictions on Use) of the Agreement.

ANNEX II. KARTOS/QONDAR FEATURES & SERVICES

All.1. Services.

Enthec will provide the Services requested in the applicable Order Form following the applicable Service Level Agreement. END CUSTOMER may use the Services ordered in the applicable Order Form following this Agreement.

All.1.1. Facilities and data transfer. The facilities used to store and process Customer Data must comply with reasonable security standards, which in no case may be less stringent than the security standards of the facilities in which Enthec stores and processes similar information of its own. Enthec may transfer, store, and process Customer Data as part of the provision of the Services. By using the Services, the END CUSTOMER consents to such processes of transferring, processing, and storing his/her data.

All.1.2. Publicity. Enthec will not process Customer Data for advertising purposes or include Advertising on the Services without prejudice to other terms specified in the Agreement.

All.1.3. New Functions or Services. Enthec may occasionally offer new applications, features, or elements for the Services, the use of which may be contingent upon END CUSTOMER's acceptance of specific additional terms.

All.1.4. Verification to Use the Services. END CUSTOMER must verify a Domain Email Address or Domain Name to use the Services. If END CUSTOMER does not have valid permission to use that Domain Email Address or does not own or control that Domain Name, Enthec shall have no obligation to provide the Services to END CUSTOMER and may terminate the Account without notice.

All.1.5 . The Service-Specific Terms are incorporated by reference into the Agreement.

All.2. Modifications of services.

a) Deactivation policy. Enthec will notify the END CUSTOMER, at least two months in advance, if it plans to perform a Major Deactivation unless Enthec reasonably determines that: a) Enthec is not authorized to do so by law or by contract (including if there is a change in a contract or applicable law), or b) continuing to provide the Service subject to the Major Deactivation could create i) a security risk or ii) a substantial economic or technical burden.

b) Other modifications. Subject to Section 2.1 a) (Deactivation Policy), Enthec may modify the Services, such as adding, updating, or deactivating any Services or portions of their features. Enthec will notify the END CUSTOMER of any material changes to the Core Services.

All.3. Administration of Services.

a) Administration Console. Enthec will provide END CUSTOMER access to the Admin Console for the Administrator to manage its use of the Services (and use of the Services by its END USERS, if applicable). The END CUSTOMER may use the Admin Console to designate one or more Administrators, who will be entitled to access Administrator Accounts. The END CUSTOMER is responsible for: a) maintaining the confidentiality and security of END USER Accounts and associated passwords and (b) any use of END USER Accounts. In addition, END CUSTOMER agrees that Enthec's responsibilities do not include

the internal administration or management of the Services for END CUSTOMER or any END USER.

b) Administrator Access to END USER Accounts. Administrators may access, control, use, modify, retain, or disclose Customer Data associated with any END USER Account and control END USER's access to the Services. They may also be able to: i) control the settings of END USER Accounts, including changing their passwords; and (ii) withdraw or disable any Additional Services or Products or other enabled or installed services or products in which the END USER Account is used. Use of Additional Products or other services or products with END USER Accounts is at the Customer's own risk.

c) Distributor as Administrator. If the END CUSTOMER orders Services through the Distributor, at the END CUSTOMER's discretion, the Distributor may have access to the END CUSTOMER's Account and Customer's END USER Accounts. As far as Enthec and END CUSTOMER are concerned, END CUSTOMER is solely responsible for: i) any access by Distributor to END CUSTOMER's Account or Customer's END USER Accounts; and (ii) define in the Distributor Agreement the rights or obligations governing the relationship between the Distributor and the END CUSTOMER concerning the Services.

d) Consents. END CUSTOMER will obtain and retain the necessary consents to allow: (i) use of the Services by END CUSTOMER and its END USERS, if applicable; and (ii) accessing, storing, and processing END CUSTOMER Data following this Agreement.

All.4. Restrictions on Use.

END CUSTOMER shall not and shall not permit END USERS or any third party under its control: (a) copy, modify, create derivative works of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Services (except to the extent such restriction is expressly prohibited by applicable law); b) sublicense, transfer, or distribute any of the Services; (c) sell, resell, or otherwise make available to a third party as part of a commercial offering that has no material value independent of the Services; or d) access or use the Services: i) for High-Risk Activities; ii) in such a way as to avoid paying the Amounts.

ANNEX III. DATA PROCESSOR CONTRACT

In accordance with Regulation (EU) 2016/679 (GDPR), the END CUSTOMER is the Data Controller (hereinafter, CONTROLLER), and ENTHEC acts as the Data Processor (hereinafter, PROCESSOR).

MANIFEST

1. Both parties will process personal data in accordance with the GDPR and Organic Law 3/2018 (LOPDGDD).
2. The CONTROLLER party has contracted the PROCESSOR services, which consist of using the KARTOS and/or QONDAR computer tool, for the duration established in the service contract.
3. For these services, the PROCESSOR will access and process personal data under the CONTROLLER's responsibility.
4. The PROCESSOR guarantees he will implement the security measures required by Article 28 of the GDPR.

INSTRUCTIONS FOR DATA PROCESSING

AIII.1. Object, nature, and purpose: The purpose of the processing is to search for information on the internet and/or cybersecurity services. The processing location will be at the premises of the PROCESSOR, with the authorization of the CONTROLLER.

AIII.2. Type of data and category of interested parties: The PROCESSOR will have access to data such as ID card, name, address, and other identifiers. Categories of data subjects include customers and users.

AIII.3. Obligations of the CONTROLLER: Guarantees that the data provided are adequate and limited to the purposes of the processing. Concerning the use of QONDAR, it must also comply with the duty of information and obtain the relevant consent of the person being searched, exempting, in any case, from any liability arising from the breach of the aforementioned duty of information and consent.

AIII.4. Obligations of the PROCESSOR: It will comply with all the obligations of current regulations and will only process the data according to the CONTROLLER's instructions.

AIII.5. Authorized personnel: The PROCESSOR guarantees that its personnel comply with confidentiality obligations.

AIII.6. Security measures: The PROCESSOR shall implement appropriate technical and organizational measures to ensure data security, including pseudonymization, encryption, and verification procedures.

AIII.7. Security breach: Any security breach will be notified to the CONTROLLER without undue delay.

AIII.8. Communication of data to Third-Parties: The PROCESSOR will not communicate data to Third-Parties without prior authorization from the CONTROLLER.

AIII.9. International transfers: No data transfers will be made outside the EEA without the authorization of the CONTROLLER.

AIII.10. Subcontracting: The processing will not be subcontracted without the prior authorization of the CONTROLLER.

AIII.11. Rights of the interested parties: The PROCESSOR will assist the CONTROLLER party in responding to the interested parties' requests.

AIII.12. Liability: Each party shall be liable for damages caused by non-compliance with its obligations under the GDPR.

AIII.13. End of the provision of services: At the end of the services, the PROCESSOR will return, delete, or deliver the data to the CONTROLLER, as indicated.

VERBODEN