

**DATA LICENSE AGREEMENT****(FOR AWS MARKETPLACE)**

**THIS DATA LICENSE AGREEMENT GOVERNS YOUR USE OF THE DATA OF ASTARA MOVE, S.L. ("ASTARA").**

**BY ACCEPTING THIS AGREEMENT BY CLICKING A BOX INDICATING YOUR ACCEPTANCE YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT.**

**1. SCOPE**

**1.1. Agreement.** This Data License Agreement for AWS Marketplace (the "**Agreement**") sets forth the terms and conditions applicable to the licensing of anonymized mobility data products/datasets ("**Data**") destined for B2B (Business-to-Business) and B2G (Business-to-Government) customers and professional use, provided by ASTARA ("**Licensor**") to You ("**Licensee**") acquired by You through AWS Marketplace. Licensee and Licensor may be referred to collectively as the "**Parties**" or individually as a "**Party**". Licensor's offer of the Data via a DSA Offer on AWS Marketplace, and Licensee's use of the corresponding Data ("**License**") (via Subscription to the Data on AWS Marketplace), constitutes each Party's respective acceptance of and their entry into this Agreement, and each Party's agreement to be bound by the terms hereof. Unless defined elsewhere in this Agreement, terms in initial capital letters (excluding Sections titles) have the meanings set forth in Section 10 (Definitions).

**1.2. Parties.** By entering into this Agreement, You confirm and agree that You either (i) will use the Data for your own professional activity; or (ii) are acting on behalf of an entity, whether private or governmental, which will use the Data within the scope of such entity's business or activities. USES OTHER THAN THOSE MENTIONED IN THIS CLAUSE ARE NOT PERMITTED.

**1.3. Data License.** Licensor will supply to Licensee, and Licensee will receive and use, respectively, the corresponding Data (via Subscription to the Data on AWS Marketplace) as set forth in the DSA Offer and in accordance with this Agreement. A License, as described in the applicable DSA Offer, includes Data distributed via AWS Marketplace which may be downloaded via Amazon Simple Storage Services (Amazon S3) or other available functionality (collectively, "**Downloaded Data**") during the period of Subscription. The frequency of updates to the Data via data revisions by the Licensor, as well as fees or rates for the License, shall be as set forth in the applicable DSA Offer.

**1.4. Terms and Conditions.** The License is subject to and governed by the terms of this Agreement, the DSA Offer, and any amendments to any of the foregoing as may be agreed upon by the Parties, each of which are incorporated herein. In the event of any conflict between the terms and conditions of the various components of the License, the following order of precedence will apply: (1) any amendment agreed upon by the Parties in writing; (2) this Agreement; and (3) the DSA Offer. The Parties further acknowledge that the License is subject to Licensee's AWS Customer Agreement and AWS Service Terms or other agreement with AWS governing use of AWS services, and such terms shall prevail to the extent that they conflict with any of the foregoing components of the License.

**2. AUTHORIZATION**

**2.1. Grant of License.** Licensor hereby grants to Licensee, a non-exclusive, worldwide, non-transferable and revocable license to receive, retain and use, the Data in accordance with this Agreement. Licensor retains all rights not expressly granted to Licensee under this Agreement and the Licensee is expressly prohibited from using the Data for any purposes not explicitly permitted under this Agreement. Any unauthorized use of the Data will be considered a breach of this Agreement and may result in the termination of the Licensee's rights to use the Data.

**2.2. Users.** With respect to Users (including Contractors) that Licensee allows to use the Data: (a) Licensee remains responsible for all obligations hereunder arising in connection with such User's processing of the Data; and (b) Licensee agrees to be directly liable for any and all acts and omissions by such User to the same degree as if the act or omission were performed by Licensee such that a breach by a User of the provisions of this Agreement will be deemed to be a breach by Licensee. The performance of any act or omission under this Agreement by a User for, by or through Licensee will be deemed the act or omission of Licensee.

**2.3. Permitted Use of Data.** (a) internal business operations: the Licensee may use the Data for internal analysis, research, and development purposes within their organization; (b) product and service development: the Licensee may incorporate

the Data into their products and services, provided that such incorporation does not result in the redistribution or resale of the licensed Data; (c) data analysis and reporting: the Licensee may use the Data to generate reports, insights, and analyses for internal use or for clients, as long as the licensed Data itself is not disclosed; (d) compliance and regulatory purposes: the Licensee may use the Data to comply with applicable laws, regulations, and industry standards.

**2.4. Restrictions on Data Use.** Except as specifically provided in this Agreement, Licensee and any of its Users of Data, or any subset thereof, may not: (a) publish, disseminate, distribute or provide access of any kind to the Data, or any material subset thereof, to any third party different from the Licensee; (b) sell, sublicense, loan, lease, assign, authorize others to access, use, or disclose, or attempt to grant any rights to, the Data, or any material subset thereof, to third parties different from the Licensee; (c) decompile, reverse engineer, or otherwise attempt to derive source code from the Data; (d) use the Data or any material subset thereof to act as a consultant, service bureau, or application service provider; (e) to the extent the Data is provided in a manner that does not identify an individual, use the Data to create, generate, or infer any information relating to the identity of an individual, ANY RE-IDENTIFICATION PROCESS IS TOTALLY PROHIBITED; (f) use the Data in a manner that competes, directly or indirectly, with the Licensor's business or services; or (g) use the Data for any unlawful, harmful, or unethical purposes which include but are not limited to, engaging in any form of discrimination or harassment, violating any applicable laws or regulations or conducting or facilitating any illegal activities. Licensee will not remove, delete or alter any trademarks, copyright notices, or other Proprietary Rights notices of Licensor or its licensors, if any. Additional restrictions may be included in the DSA Offer. By adhering to these restrictions, the Licensee ensures compliance with the terms of this Agreement and maintains the integrity and security of the Data provided.

**2.5. Data Security.** The Licensee must implement and maintain appropriate security measures to protect the Data from unauthorized access, use, or disclosure. This includes but is not limited to: (i) using encryption technologies; (ii) implementing access controls; (iii) regularly updating security protocols.

**2.6 Compliance with AWS Marketplace Terms.** The Licensee must comply with all terms and conditions set forth by AWS Marketplace regarding the use and handling of the Data.

### 3. PROPRIETARY RIGHTS

**3.1. Data.** Licensor will retain all right, title and interest it may have in and to the Data, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Licensee any rights of ownership or, except as expressly provided herein, any other Proprietary Rights in or to the Data. For avoidance of doubt, subject to the terms and conditions of this Agreement, the Licensor grants the Licensee a non-exclusive, worldwide, non-transferable and revocable license to use the data solely for the purposes outlined in the "2.3. Permitted Use of Data" section.

**3.2. Feedback.** If Licensee provides any suggestions, ideas, enhancement requests, recommendations, or feedback regarding the Data ("Feedback"), Licensor may use, incorporate, and otherwise practice Feedback in Licensor's products and services. Licensee will have no obligation to provide Feedback, and all Feedback is provided by Licensee "as is" and without warranty of any kind.

**3.3. Derived Data.** Except for the Data that may be included in Derived Data, Licensee represents and warrants to Licensor that it owns all right, title and interest in and to the Derived Data, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Licensor any right, title or interest or except as expressly provided herein, any other Proprietary Rights in or to the Derived Data.

**3.4. No Implied Rights.** Except for the rights expressly granted herein, no other rights or licenses, whether express or implied, are granted to the Licensee under this Agreement. All rights not expressly granted are reserved by the Licensor.

**3.5. Protection of Proprietary Rights.** The Licensee agrees to take all reasonable steps to protect the intellectual Proprietary Rights of the Licensor in the Data. This includes, but is not limited to, implementing security measures to prevent unauthorized access, use, or distribution of the Data.

**3.6. Infringement Notification.** The Licensee shall promptly notify the Licensor of any actual or suspected infringement of the Licensor's Proprietary rights in the Data. The Licensor shall have the sole right to determine the appropriate actions to take in response to such infringement.

### 4. WARRANTIES

**4.1. No Personal Information.** Licensor represents and warrants that the Data is anonymized and does not identify any natural person or include any personal data or personal information, nor sensitive personal data under applicable laws or regulations.

**4.2. Warranty Exclusions.** Licensor will have no liability or obligation with respect to any warranty to the extent any nonconformity is attributable to any: (a) use of the Data by Licensee in violation of this Agreement or applicable law; or (b) modifications to the Data made by Licensee or its Personnel or Users.

**4.3. Power and Authority.** Each Party represents and warrants that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this

Agreement and such Party's performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.

**4.4. Disclaimer.** Except for the warranties specified in this Agreement, the Licensor does not warrant that the provided data is error-free, complete, or up to date. The Data is supplied "AS IS" and "as available," without any warranties of any kind, whether express or implied, including but not limited to, warranties of merchantability, fitness for a particular purpose, and non-infringement. Licensor does not warrant: (a) that the Data will meet Licensee's requirements; or (b) that the Data will be accurate, complete, or up to date.

## 5. CONFIDENTIALITY

**5.1. Confidential Information.** "Confidential Information" means any non-public information directly or indirectly disclosed or made accessible by Licensor ("**Disclosing Party**") to Licensee ("**Receiving Party**") pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third party (who does not have an obligation of confidentiality or restriction on use itself); (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party's Confidential Information or Proprietary Rights; or (f) was required by law or regulation to be disclosed by Licensee to the extent so disclosed. Except for rights expressly granted in this Agreement, the Disclosing Party reserves all rights in and to its Confidential Information. THE DATA CONSIDERED AS PART OF A DATABASE ARE THE PROPERTY OF THE LICENSOR (INTELLECTUAL PROPERTY RIGHTS) AND ARE THEREFORE SUBJECT AT ALL TIMES AND CIRCUMSTANCES TO THE PROVISIONS AND OBLIGATIONS OF THIS CONTRACT.

**5.2. Obligations.** Licensee agrees maintain the confidentiality of the Confidential Information and not disclose it to any third party without the prior written consent of the Disclosing Party and not to use or disclose the Confidential Information other than as expressly authorized by this Agreement. Licensee agrees to safeguard the Confidential Information against unauthorized use or disclosure with means at least as stringent as those it uses to safeguard its own confidential information, and in no event with less than reasonable means. Licensee will promptly notify Licensor if it becomes aware of any unauthorized use or disclosure of the Confidential Information, and reasonably cooperate with Licensor in attempts to limit disclosure. If and to the extent required by law, Licensee may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable law, notice will be given as soon as Licensee is legally permitted) to Licensor to permit Licensor to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure.

**5.3. Duration of Confidentiality Obligations.** The obligations of confidentiality shall remain in full force and effect for entire period the Receiving Party holds the Confidential Information, unless otherwise agreed in writing by the Parties.

**5.4. Remedies.** The Receiving Party acknowledges that any breach of its confidentiality obligations may cause irreparable harm to the Disclosing Party, for which monetary damages may not be an adequate remedy. Therefore, the Disclosing Party shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity, in the event of such breach.

## 6. LIMITATIONS OF LIABILITY

**6.1. Disclaimer.** In no event will Licensor be liable to the other party for any indirect, special, punitive, incidental, or consequential damages arising out of or in connection with this Agreement, even if advised of the possibility of such damages.

**6.2. General Cap.** THE LICENSOR'S TOTAL AGGREGATE LIABILITY TO THE LICENSEE FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY THE LICENSEE FOR THE LICENSE OF THE DATA.

## 7. INDEMNIFICATION

**7.1. Mutual Indemnity.** Each Party agrees, at its expense, to indemnify, defend and hold harmless the other Party and its officers, directors, employees, agents, representatives, successors, and assigns (collectively "**Indemnified Parties**") from and against any and all claims, actions, proceedings, and suits brought by a third party, and any and all associated liabilities, losses, damages, settlements, penalties, fines, deficiencies, judgments, awards, costs, and expenses of whatever kind, including reasonable attorneys' fees, fees, the cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers ("**Claims**"), to the extent arising out of or relating to any actual or alleged breach of such Party's representations and warranties in this Agreement.

**7.2. Limitations.** Licensor will have no liability or obligation under this Section 7 (Indemnification) with respect to any infringement or misappropriation Claim to the extent attributable to any modifications to the Data by Licensee or its Personnel or use of the Data by Licensee in breach of this Agreement, where such infringement Claim would not have arisen absent such modification or use.

## 8. TERM AND TERMINATION

**8.1. Term.** This Agreement will continue in full force and effect for entire period the licensee holds the Data.

**8.2. Termination for Convenience.** Licensee may terminate the Subscription or this Agreement without cause at any time using the termination or cancellation functionality available through the AWS Services. In the event the Licensee elects to terminate for convenience, any applicable refund will be provided according to the refund policy set forth in the respective DSA Offer.

**8.3. Termination for Cause.** Either Party may terminate the Subscription or this Agreement if the other Party materially breaches this Agreement and does not cure the breach within five (5) calendar days following its receipt of written notice of the breach from the non-breaching Party.

**8.4. Termination by Licensor.** Licensor may automatically suspend or terminate Licensee's Subscription or this Agreement without refund of fees for any unused portion of a Subscription with Prepaid Pricing (other than as expressly set forth in the DSA Offer): (i) if required to comply with any applicable law or requests of governmental entities; (ii) if Licensee does not cooperate with any reasonable investigation by Licensee of a suspected breach of this Agreement; or (iii) if Licensor determines that suspension is necessary to prevent or mitigate damage to Licensors, Licensor Contractors' or Licensee's systems or networks caused by a denial of service attack or other any act or omission of a third party (e.g., hacking or the introduction of viruses or other malware).

**8.5. Effect of Termination.** **8.5.1.** Upon termination or expiration of the Subscription or this Agreement, Licensee's authorization to use the Data under such Subscription (or all Subscriptions if the Agreement expires or is terminated) will terminate, and, within thirty (30) calendar days following such termination or expiration, Licensee will remove the Data from the AWS Services infrastructure used by Licensee under its own AWS Services account and any other computer systems operated by or for Licensee, and if instructed by Licensor, destroy all other copies of the Data. Termination or expiration of any Subscription purchased by Licensee from Licensor will not terminate or modify any other Subscription purchased by Licensee from Licensor. **8.5.2.** Sections 3 (Proprietary Rights), 5 (Confidentiality), 6 (Limitations of Liability), 7 (Indemnification), 8.5 (Effect of Termination), 9 (General) and 10 (Definitions), together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination of this Agreement, will survive the expiration or termination of this Agreement for any reason.

## 9. GENERAL

**9.1. Applicable Law and Jurisdiction.** This Agreement will be governed and construed in accordance with the laws of Spain, excluding its conflict of laws principles. The Parties agree that any dispute arising out of or relating to this Agreement shall be exclusively resolved by the courts of Madrid, Spain, and each party hereby submits to the exclusive jurisdiction of such courts.

**9.2. Assignment.** Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, and without gaining the other Party's written consent, Licensor may assign this Agreement, in whole or part, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets or its entire business, whether by sale of assets, sale of stock, merger, or otherwise. Any attempted assignment, transfer, or delegation in contravention of this Section 9.2 (Assignment) will be null and void. This Agreement will inure to the benefit of the Parties hereto and their permitted successors and assigns.

**9.3. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. This Agreement is solely between Licensee and Licensor. Neither Amazon Web Services, Inc. nor any of its Affiliates are a party to this Agreement and none of them will have any liability or obligations hereunder. The terms and conditions of this Agreement will not be changed, amended, modified, or waived unless such change, amendment, modification, or waiver is in writing and signed by authorized representatives of the Parties.

**9.4. Force Majeure.** Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike, or labour disputes (not involving the Party claiming force majeure), civil or military authority, act of God, governmental action, or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel and such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans, or other reasonable precautions (a "Force Majeure Event").

**9.5. Export Laws.** Each Party will comply with all applicable customs and export control laws and regulations of its respective country, with respect to its activities under this Agreement, including in the case of Licensee, where Licensee or its Users access or use the Data, and in the case of Licensor, where Licensor provides the Data. Each Party certifies that it and its Personnel are not on any of its country's relevant lists of prohibited persons. Neither Party will export, re-export, ship, or otherwise transfer the Data, to any country subject to an embargo or other sanction by the respective country.

**9.6. Government Rights.** As defined under applicable Spanish law, the Data constitutes "commercial items". Any use, modification, reproduction, release, performance, display, or disclosure of such commercial Data by the Spanish government or any of its entities will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

**9.7. Headings; Construction.** The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction, or meaning of the provisions of this Agreement. As used herein, (a) the terms "include" and "including" are meant to be inclusive and shall be deemed to mean "include without limitation" or "including without limitation," (b) the word "or" is disjunctive, but not necessarily exclusive, (c) words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa, and (d) all references to days, months or years shall be deemed to be preceded by the word "calendar."

**9.8. No Third-Party Beneficiaries.** Except as specified in Section 7 (Indemnification) with respect to Licensee Indemnified Parties and Licensor Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

**9.9. Notices.** To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (a) by email to the email address designated by such Party as a notice address for the DSA Offer; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.

**9.10. Nonwaiver.** Any failure or delay by either Party to exercise or partially exercise any right, power, or privilege under this Agreement will not be deemed a waiver of any such right, power, or privilege under this Agreement. No waiver by either Party of a breach of any term, provision, or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.

**9.11. Publicity.** Neither Party will issue any publicity materials or press releases that refer to the other Party or its Affiliates, or use any trade name, trademark, service mark, or logo of the other Party or its Affiliates in any advertising, promotions, or otherwise, without the other Party's prior written consent.

**9.12. Relationship of Parties.** The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Licensee and Licensor, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Licensee and Licensor. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise obligate the other Party.

**9.13. Severability.** If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

## 10. DEFINITIONS

**10.1. "Affiliate"** means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Party.

**10.2. "AWS Marketplace"** means the marketplace operated by Amazon Web Services, Inc. located at <https://aws.amazon.com/marketplace/> as it may be updated from time to time.

**10.3. "AWS Services"** means the cloud computing services offered by Amazon Web Services, Inc., as they may be updated from time to time.

**10.4. "Contractor"** means any third-party contractor of Licensee or other third-party performing services for Licensee, including business process outsourcing service providers.

**10.5. "Data"** means the data identified in the applicable DSA Offer and any other data, including any revisions, updates, modifications, enhancements, and additional data that Licensor provides, or is obligated to provide, under this Agreement.

**10.6. "Derived Data"** means any data, work product or other items, information or materials derived from or created by or for Licensee using the Data, including data analytics, reports, research, analysis, tools, notes, presentations, discussions and/or models, calculations, algorithms or statistical methods, but excluding any unmodified Data as provided by Licensor

under this Agreement which includes Proprietary Rights of the Data.

**10.7. “DSA Offer”** means the Licensor’s offer for a purchase of Data License (via Subscription to the Data on AWS Marketplace), as set forth in the detail page on AWS Marketplace and subject to the terms and conditions of the Agreement.

**10.8. “Personnel”** means a Party’s directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors, and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).

**10.9. “Prepaid Pricing”** means a pricing model for Data License (via Subscription to the Data on AWS Marketplace) where Licensee purchases a quantity of usage upfront, upfront as specified in the applicable DSA Offer.

**10.10. “Proprietary Rights”** means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

**10.11. “Subscription”** means Licensee’s entitlement to Data listed and provided by Licensor in AWS Marketplace under the terms of this Agreement and the DSA Offer.

**10.12. “User”** means an employee, non-employee worker or other member of Licensee’s workforces, Contractor of Licensee, or other person, Data program, or computer systems authorized by Licensee to access and use the Data as permitted under this Agreement.