

Sidra End User License Agreement

Version 1.0.1 – November 2023

Sidra End User License Agreement

The **Sidra End User License Agreement** (EULA) is between the entity you represent (Client, Licensee) and Sidra Data Services S.L.U. (Sidra, Company, Licensor). It consists of the terms and conditions below, as well as potential additional schedules or annexes such as SLAs, Offer Details, etc., known together as the Agreement, which govern the use of the product Sidra Data Platform. By continuing with the installation process, you are explicitly accepting this Agreement and all the responsibilities that emanate from it.

1. Definitions and interpretation

1.1 In the Agreement the following terms shall have the meanings specified below:

“**Access & Use Grant**”, as defined in clause 3.1.

“**Affiliates**” means, with respect to any Person, any other Person who directly controls, is controlled by, or is under common control with such Person, included without limitation, any company or entity pertaining to the Company’s group (article 42 of the Spanish Commerce Code).

“**Agreement**” means the set of documents regulating the use and rights associated with the Sidra Data Platform, and as well as supporting and other services of Sidra Data Services S.L.U. to the Licensee. The Agreement shall comprise this End User License and the signed Specific Conditions, if appropriate. Additional documents or agreements between Sidra Data Services S.L.U and the Client are not part of the scope of this Agreement.

“**Applicable Law**”, as defined in clause 20.

“**Authorized Users**” means consultants, professional advisors, independent contractors, subcontractors, suppliers, outsourcers, and other service providers to Sidra Data Services S.L.U. or Licensee.

“**Intellectual Property Rights**” (IPRs), as defined in clause 6.

“**Business Day**” means any day except Saturdays, Sundays, or public holidays in Spain.

“**Charges and Encumbrances**” means any charge, claim, encumbrance, ancillary obligation, option, warrant, retrospective right of acquisition, retention of title, third-party right, including preemptive rights of acquisition, transfer restriction, or rights in favor of a person other than the Licensor.

“**Client**” refers to the part of the Agreement who is to be provided by Sidra Data Services S.L.U.

“**Commercial Terms**”, as defined in Schedule A.

“**Company**” refers to Sidra Data Services S.L.U.

“Confidential Information” means all data, information and documents provided by the Parties under the Agreement or developed jointly by both Parties by virtue of same. In particular, Confidential Information includes: (i) any documentation or information of any kind that either Party makes available to the other; (ii) information supplied orally or in writing and in any format during the term of the Agreement; and (iii) any documentation that either Party furnishes to the other and which bears the word “confidential”.

“Creation of License Keys”, as defined in clause 10.1.

“Creation of Sub-organizations”, as defined in clause 12.2.

“Documentation” means all user manuals, operating manuals, technical manuals, or specifications that describe the functionality, installation, operation, and use of Sidra Data Platform.

“Effective Date” means the date of the Agreement, that is the date first as defined above.

“End User Data” means information or data related to the End Users of Sidra Data Platform.

“End Users” means individuals who (a) are permitted or directed by the Licensee to use Sidra Data Platform, and (b) have entered into the Licensee Terms of Use as contemplated in clause 3.1.

“General Terms and Conditions of the Agreement”, as defined in clause 2.1.

“Intellectual Property Rights (IPRs)” means any and all rights, on a world-wide basis, provided under: (a) patent Law; (b) copyright Law; (c) trade-mark Law (including goodwill); (d) industrial design Law; (e) any other statutory provision or common Law principle applicable to this Agreement, including trade secret Law (including know-how); and (f) any and all registrations and licenses in relation to the foregoing.

“License” means the license granted under the Agreement to use in the Territory a non-exclusive user license and granted by the Licensor to the Licensee or Costumer on the Sidra Data Platform.

“Licensee” means the organization/part that acquires a license for the use of Sidra Data Platform and accepts this End User License Agreement as a prerequisite prior to that acquisition. For all intends and purposes of this Agreement, the Licensee may be represented by Authorized Users acting on its behalf.

“Licensee Customers”, as defined in clause 10.

“Licensee Terms of Use”, as defined in clause 3.1.

“Licensing supporting and services framework agreement” refers to this Agreement.

“Licensor” refers to Sidra Data Services S.L.U.

“Limitations and Use Restrictions”, as defined in clause 9.

“Modifications to Agreement Terms and Conditions”, as defined in clause 15.2.

“**Schedule**” means any document which indicates that it is a schedule, appendix, addendum, exhibit, annex, or any similar element in relation to this Agreement and which is referenced in clause 16 or has been signed by authorized representatives of both parties, therefore being part or otherwise related to this Agreement.

“**Sidra Data Platform**” or the “**Application**” means the software owned by Sidra Data Service S.L.U which shall be licensed to the Licensee by virtue of this Agreement. This only includes the individual services that together constitute a typical Sidra instance: Supervisor, Core Services, Data Storage Unit, Data Product instances and the infrastructure required for their network integration (e.g., VNet). Any additional software or solution is explicitly excluded from this definition.

“**Sidra Services,**” as defined in clause 3.

“**Taxes**” means any tax, charge, levy, contribution, fiscal or quasi-fiscal imposition, or any obligation to withhold or prepay tax established by the applicable legislation from time to time in force (including central, autonomous community, regional (*foral*), or local government legislation), as well as any charge or amount related thereto (including fines, penalties, interest, and surcharges).

“**Technical Documentation**”, as defined in clause 2.1.

“**Territory**” means the sovereign legal entity under which the Client/Licensee operates and is entitled to make use of Sidra Data Platform under the terms of this Agreement, with the understanding that any other territories where subsidiaries or associated entities different from the Client/licensee operate are excluded from this definition unless otherwise stated in any complementary commercial agreement.

“**Terms of Use**”, as defined in clause 3.1 B.

“**Third Party**” means a person who is not a party to this Agreement.

1.2 In the Agreement, unless indicated otherwise:

- i. any reference to the Agreement must be deemed to be made to the Agreement and to its Schedules;
- ii. any reference to “clause” or to “Schedule” must be deemed to be made to a clause of, or Schedule to, the Agreement;
- iii. any reference to a “person” includes any individual, legal entity, entity, organization, association without legal personality, or public authority;
- iv. wherever the terms “includes”, “included”, “include” and “including” are used, they shall be deemed to be followed by the expression “without limitation”;
- v. any reference to one gender includes the other, and words in the singular shall include the plural, and vice versa;

- vi. if an obligation is qualified or formulated by reference to the use of “reasonable endeavors”, “best endeavors” or another similar expression, it refers to the endeavors that a person with the firm intention to achieve an outcome would use in similar circumstances to ensure the achievement of such outcome as soon as possible, considering, among other factors:
 - (a) the price, financial interest and other terms of the obligation;
 - (b) the degree of risk normally entailed by the achievement of the expected outcome; and
 - (c) the ability of an unrelated person to exert an influence on the performance of the obligation;
- vii. any reference to “days” shall be deemed to be made to “calendar days” unless otherwise stated. Any periods expressed in days shall start to be counted from the day immediately following that on which the counting starts. If the last day of a period is not a Business Day, the period in question shall be deemed to have been automatically extended until the first following Business Day. Periods expressed in months shall be counted from date to date unless in the last month of the period such date does not exist, in which case the period shall end on the following Business Day;
- viii. any reference to “from” or “as from” a given date shall be understood to include such date;
- ix. the headings used in the Agreement are included for reference only and shall not form part of the Agreement for any other purpose or affect the interpretation of any of its clauses.

2. Purpose

- 2.1 The purpose of this Agreement is to define the terms and conditions applicable to the provision of a **Sidra Data Platform License** by the Company, as defined hereunder. The agreement shall comprise these General Terms and Conditions of the Agreement as well as the Technical Documentation linked by the Company and any other document that is incorporated as a schedule or annex.
- 2.2 This Agreement does not establish any exclusivity, whereby each of the Parties may establish other agreements in this area, provided that the nondisclosure rules established are respected and provided that such agreements with third parties do not contravene or conflict with the provisions of this Agreement.

3. Sidra Services

Under this End User License Agreement, the Company/Licensor shall provide to the Client/Licensee with:

3.1 License and Access & Use Grant

- A. The Company may grant to the Client, in the Territory, a non-exclusive right and license to:
- i. install, execute, access, reproduce, run, or otherwise use the **Sidra Data Platform**;
 - ii. access and use the Sidra Services with **Sidra Data Platform**;
 - iii. to access and/or interact with it in any other way, as applicable, for Client's internal business purposes and within the limits set forth in the Agreement.
 - iv. access and use the **Sidra Data Platform** for the purpose of integrating Licensee's applications or solutions with its API.
 - v. provide access to and use of the Sidra Services to Authorized Users for the purpose of (A) integrating Licensee's applications or solutions with its API; and (B) performing customer support to the End User;
 - vi. provide education and training to Authorized Users in respect of the **Sidra Data Platform**;
 - vii. make and distribute copies of the Documentation as reasonably necessary; and
 - viii. provide education and training in respect of the Sidra Services, including making modifications to Documentation for such purposes.
 - ix. The technology provided by Sidra Data Services S.L.U., as well as the **Sidra Data Platform** and Sidra Services are licensed "as is", therefore, in identical state as it is at the time of granting the license, without warranties of any kind, explicit or implicit, including the suitability for the purposes or expectations of the Client.
- B. Licensee Terms of Use:
- i. Licensee shall only provide access to and use of the Sidra Services to individuals who have agreed to be bound by terms of use for Licensee's applications or solutions in respect to **Sidra Data Platform** (the "Licensee Terms of Use").
 - ii. Licensee will notify the Licensor in writing promptly if it becomes aware of or reasonably suspects an Authorized User of breaching the Terms of Use defined in this Agreement and shall promptly and to the Licensor's reasonable satisfaction enforce Licensee's obligations under this Agreement that relate to the protection of Sidra Data Services S.L.U. interests, including, without limitation, its proprietary rights in the Sidra Services. Notwithstanding the foregoing, in the event the Licensor itself becomes aware of or reasonably suspects an End User of breaching the Licensee Terms of Use, the Licensor may limit or restrict access to the Sidra Services by the End User or even the

Licensee in question. In either case, the Licensor reserves the right to initiate legal action to protect its interest and Licensee will provide the Licensor with all reasonable assistance in that regard.

C. Licensee/Client rights and obligations.

- i. Installation and use: the Application delivery and deployment in the Licensee/Client environment shall be carried out in accordance with the obligations defined in this Agreement.
- ii. Updates: The rights of use herein shall include all updates and modifications made by the Company that affect its proper operation, without any additional charge or cost to the Licensee/Client. The delivery of patches, updates and/or new versions does not include their subsequent analysis, services and installation, nor the updating of infrastructure or the adaptation of developments or interfaces that may be necessary. The Licensee/Client acknowledges being informed that a patch installation, update or new version may be necessary to (i) update its IT infrastructure and/or (ii) carry out or adapt the corresponding developments for compatibility purposes, both of which are the exclusive responsibility of Licensee. The Licensee may add developments to the **Sidra Data Platform**, provided that it complies with the conditions set out in these Agreement and other technical and contractual documentation associated with the Application.
- iii. Unauthorized modifications: Sidra Data Services S.L.U. shall not be responsible for any modifications made directly to **Sidra Data Platform** by the Licensee or by third parties on behalf of the Licensee. Changes made by the Client may alter the features and functionality of the Application making it incompatible with updated versions that Sidra Data Services S.L.U. may develop. The Client is aware and assumes that by adding its own developments, adaptations or modifications to the **Sidra Data Platform** on its own or by third parties acting on their behalf, the updates and/or adaptations to the Application to which the Licensee is entitled under these Terms and Conditions may not be compatible or functional, in which case the Licensee will have no claim against Sidra Data Services S.L.U. and therefore will lose its rights on the Application.
- iv. Improper usage of Application: Improper use of the Application by the Licensee will result in the loss of rights to the regular updates and warranties associated with its proper operation and may give rise to compensation for damages caused to Sidra Data Services S.L.U., if any, and to the termination of this Agreement, in accordance with the provision 12.

D. Sidra Data Services S.L.U. obligations.

- i. The Company/Licensor agrees to:
 - a. Make available the Application to the Client and assisting in the deployment process if needed, allowing access to and use of it according

to the terms agreed in these Agreement and other technical and contractual documentation, during the term of the contractual relationship.

- b. Notify to the Client any changes and/or updates of the **Sidra Data Platform** that need to be adopted.
 - c. Inform the Client about unscheduled events affecting the Application operation.
 - d. Protect Licensee's information known to the Licensor under this Agreement, in accordance with Section 7.
- ii. The Company/Licensor is not bound by this Agreement to provide any additional professional maintenance, technical support, consulting, or any other services to the Licensee for the use of the **Sidra Data Platform**. Notwithstanding the foregoing, the Client may buy or contract additional services offered by the Company/Licensee during the term of this Agreement under the conditions agreed in each case. If the Client has made specific or customized modifications to the Application that prevent installation of the general updates or affect its functionality, the Company/Licensor is not obliged under these Agreement to adapt the Application or the updated version to the specificities adopted by Client. In such cases, the Client may request the services of the Company/Licensor to update the version considering its specificities and these services shall, in any event, be invoiced separately.
 - iii. The Company/Licensor reserves the right not to carry out any requested operations if it considers that they may interfere with the security and/or correct operation of the **Sidra Data Platform**, or for any other technical reason. The intellectual property rights for the development of new services or functionalities for the Application will ultimately belong to the Company/Licensor.

3.2 Support Services

Support services associated with this EULA are detailed in **Annex A**.

4. Term

- 4.1 This Agreement commences on the moment the Client/Licensee or an Authorized User acting on its behalf accepts the Agreement during the installation process of the Sidra Data Platform, and shall have a term of one year, being automatically renewed for annual terms, unless either of the Parties notifies the other in writing, at least thirty (30) days prior to the end of the contractual term in force of its intention not to renew the Agreement.

- 4.2 The validity and duration of the Rights of Use acquired by the Client shall remain in force according to the terms agreed between the Parties in this Agreement and any other documentation associated with Sidra Data Services S.L.U. (technical and/or contractual documentation), and its compliance would be a requisite for preserving the rights acquired.
- 4.3 Those sections that, by their nature, could survive the termination of this Agreement, will remain in force once the agreement is expired or terminated. By way of an example but not being limited thereto, Section 6 (Intellectual Property) and Section 7 (Confidentiality) shall remain in force indefinitely and/or in accordance with the provisions of the governing law.

5. Consideration and Payment

- 5.1 The consideration for the use of **Sidra Data Platform** and contracted Sidra Services will be established in the corresponding commercial agreement between the Client and the Company which will define all matters related to price, payment plans and, if applicable, delivery dates.
- 5.2 The payment shall be made as indicated in the corresponding commercial agreement or in the relevant invoices issued by the Company. If no indication is given, payment shall be made within thirty (30) calendar days after the invoice date by bank transfer to the account specified on the invoice. Furthermore, if there is no indication to the contrary on the relevant invoice, Client shall specify the invoice number in the bank transfer.
- 5.3 In case of non-payment, the Company may interrupt or suspend access to all or some of the features of the Sidra Data Platform and/or Sidra Services. All taxes incurred for the conclusion of this Agreement will be paid as applicable and in accordance with the law.

6. Intellectual Property Rights

- 6.1 Sidra Data Platform S.L.U. is the legitimate and exclusive owner of the property and other rights and interests inherent in the ownership of **Sidra Data Platform**, including its copyright, technical documentation, and user guides, as well as successive and derived versions thereof, including modifications and improvements made to the Application.
- 6.2 The Client acknowledges and agrees not to copy, sell, rent, lease, sublicense or recreate the **Sidra Data Platform**, directly or indirectly, for others or with their collaboration, without the prior written consent of the Company. Should the application be recreated, the intellectual property will be shared. Similarly, the Licensee agrees that the Rights of Use acquired do not authorize the Licensee to market or distribute new functions or functions derived from the **Sidra Data Platform** under any circumstances.

- 6.3 The Licensee acknowledges and agrees that it may not allow third parties to access and use the **Sidra Data Platform**. Notwithstanding the foregoing, the Company may expressly authorize in writing access to and use of the Sidra Data Platform by delegations and/or branches of the Licensee, where applicable.
- 6.4 Each Party acknowledges the ownership of the other Party or any other third party regarding all its intellectual and industrial property rights and other similar rights in trademarks, logos, trade names, sound and audiovisual content, symbols, distinctive marks, and any other element, creation, invention, or mark owned by the Party.
- 6.5 This Agreement do not imply the assignment of any type of exploitation right over any intellectual creation whose rights belong to Sidra Data Platform. The Licensee may not exploit any of such rights for any purpose whatsoever unless the Company expressly assigns the necessary exploitation rights in writing.

7. Confidentiality

- 7.1 During the term of the relationship between the Parties and 10 years after its termination, the Parties agree to:
- A. Treat as confidential all information, general and specific, including, but not limited to, verbal and written information, technical, business, technological, commercial, industrial and know-how, knowledge, data and materials, and any other information provided to them by the other Party under this Agreement or brought to its attention during their execution and as a result of this Agreement, including copies and reproductions, computer trade secrets, software, technology, agreements, customers, suppliers, financial condition, business plans or strategies and also includes all information contained in any notes, analyses, compilations, studies, interpretations or other documents prepared (hereinafter referred to as "Confidential Information").
 - B. Take all necessary measures and keep Confidential Information strictly confidential.
 - C. Use the Confidential Information or portions thereof with the utmost diligence and security and only in connection with the execution of this Agreement and refrain from any other use.
 - D. Not to disclose, communicate, reveal or reproduce Confidential Information to any third party and/or by its employees, partners, members, shareholders, agents, advisors, Affiliates, (including unauthorized employees) without the prior written consent of the other Party and only under the terms of such approval.
 - E. Restrict and limit as much as possible the number of persons who will have access to the Confidential Information, so that it will only be accessed by employees, associates, subcontractors and any person who, due to their relationship with the Parties, can or must have access to such information, making sure they are aware of their confidentiality duty.

- 7.2 The Parties shall be liable to each other for any breach of this obligation, whether by their employees, associates, subcontractors or any other person to whom they have disclosed the Confidential Information.
- 7.3 Without prejudice to the provisions of Section 7.1, it will not be considered as confidential all information that:
- A. is publicly known or becomes part of the public domain by means other than a breach of this Agreement by either Party, or
 - B. was independently generated by or for the receiving Party, without any connection to the Confidential Information, or
 - C. was known and in record to the receiving Party prior to the disclosure by the disclosing Party, provided that the receiving Party can prove this on paper, or
 - D. was disclosed by a third party which does not require secrecy, or
 - E. must be communicated by law or by judicial or administrative order. In this case, the receiving Party shall give reasonable notice thereof to the disclosing Party so that it can take appropriate precautionary measures and shall disclose only such Confidential Information that the receiving Party is legally required to disclose by judicial or administrative order.

8. **Liability**

- 8.1 The Client agrees to refrain from using **Sidra Data Platform** and Sidra Services for illegal purposes or effects, contrary to this Agreement and other technical and contractual documentation associated with Sidra Data Services S.L.U. and the current legislation, or which are harmful to the interests of the Company or third parties.
- 8.2 The Client shall be solely responsible for malicious use that violates or exceeds the limitations of use, either by itself, its subsidiaries or authorized users.
- 8.3 Sidra Data Services S.L.U. shall not be liable for any damages that may arise, including but not limited to, from:
- A. The loss of data entered and stored by the Client due to causes beyond the control of the Company. The Client shall be solely responsible for such data and for making the appropriate backup copies.
 - B. Inferences, omissions, interruptions, computer viruses, breakdowns and/or downtimes in the **Sidra Data Platform** or in the Client's computer equipment and devices due to causes beyond the control of the Company or which may be caused by third parties through unlawful interference beyond the control of the Company.

- C. The impossibility of making **Sidra Data Platform** and/or Sidra Services available to the Client due to technical or organizational incompatibilities attributable to the Client or to cases of force majeure or unforeseen circumstances.

8.4 In any case, the total liability of Sidra Data Services S.L.U. arising from the damages relating to the breach of the obligations stipulated under this Agreement shall never exceed the remuneration set out in this Agreement.

9. **Limitations and Use Restrictions**

9.1 Schedule B contains specific limitations on the use of the Sidra Services and/or **Sidra Data Platform**, such as the number of authorized operations, the number of authorized or concurrent users, the number of installations or locations from which the Sidra Services and **Sidra Data Platform** can be accessed or used by Client, or limitations to the Documentation to be provided (“Limitations”), if any, must be specifically described in the Schedule. Client agrees to comply with the Limitations.

9.2 Licensee will not knowingly, and will not knowingly allow any End Users or Authorized Users to:

- A. commit any act that may conflict with or adversely affect in any way the provision of the Sidra Services and/or **Sidra Data Platform** by the Company;
- B. abuse, tamper with or fraudulently use the Sidra Services and/or **Sidra Data Platform** or permit or assist others to abuse, tamper with or fraudulently use Sidra Services and/or Sidra Data Platform;
- C. use the Sidra Services and/or **Sidra Data Platform** or permit or assist others to use the Sidra Services and/or **Sidra Data Platform**: (a) in any manner that conflicts with the Documentation or this Agreement, or that a reasonable person would recognize as interfering unreasonably with the Sidra Services and/or Sidra Data Platform, the provision thereof, or access to or use of the Sidra Services by Sidra Data Services’ other customers; (b) for any purpose or in any manner directly or indirectly in violation of applicable Laws or in violation of any third party rights, including Intellectual Property Rights and privacy rights; or (c) to falsely identify itself as a Third Party, such as one of the Company’s other customers;
- D. de-compile, disassemble, reverse engineer or otherwise attempt to discover the source code or determine any design, structure, concepts or construction method of the Sidra Services and/or Sidra Data Platform;
- E. perform load or penetration tests in a production or test environment except as mutually agreed and scheduled in advance; or
- F. lend, rent, sell, transfer or distribute the Sidra Services and/or Sidra Data Platform to Third Parties or use the Sidra Data Platform and/or the Sidra Services as an application service provider, service bureau, or rental source for Third Parties.

- 9.3 Sidra Data Platform reserves the right, where Client, its employees, Authorized Users, or End Users are committing any act that materially and adversely impacts the Company's systems or its ability to provide services to its other customers, to temporarily suspend the delivery of the affected portion of the Sidra Services, with prompt written notice to Client.

10. Sub-Organizations and License Keys

- 10.1 At Licensee's request, Sidra Data Services S.L.U. shall create one or more sub-organizations, in accordance with Schedule C (Creation of Sub-organizations) for one or more Licensee Customers; provided that Licensee must provide the Company a Licensee Client notice at least 5 Business Days before the Licensee wishes the Company to create such sub-organization. Each sub-organization will be linked to Licensee's "organization" in the Sidra Services.
- 10.2 At Licensee's request, the Company will create a separate "license key" in accordance with Schedule C (Creation of License Keys) for one or more sub-organizations.
- 10.3 Where Sidra Data Services S.L.U. creates one or more sub-organizations, the Company will logically segregate End User Data collected under a "license key" associated with the applicable sub-organization from the End User Data collected under a "license key" associated with a different sub-organization or the Licensee's "organization". Each sub-organization will come with one "license key".
- 10.4 Each "license key" can be set for different measurements, durations, platforms and can be terminated (i.e., shut down of access to the Sidra Services) independently.

11. Privacy Policy

- 11.1 When **Sidra Data Platform** is deployed within the Client's Azure Subscription, Microsoft can identify the installation of Sidra Data Services S.L.U. software with the deployed Azure resources. Microsoft can correlate these resources used to support the software. Microsoft collects this information to provide the best experiences with their products and to operate their business. The data is collected and governed by Microsoft's privacy policies, located at Microsoft's Trust. Additional information can be found at <https://www.microsoft.com/trustcenter>.
- 11.2 Sidra Data Services S.L.U. may collect data necessary for monitoring the **Sidra Data Platform** operational status and, depending on the subscription plan, usage. This collection process will not retrieve, extract or otherwise reveal any data set loaded or generated within the Application. Note that any data collected by the Company will not be shared with any third party unless explicitly authorized or requested by the Client.

12. Termination

- 12.1 The Agreement shall be terminated by the expiration of the term agreed in Section 4 unless terminated as provided herein.
- 12.2 Termination for infringement: any Party shall have the right to terminate the Agreement by giving written notice to the other Party through the usual channels of communication within the framework of the contractual relationship. Both Parties agree to keep this communication channels updated to avoid any confusion that might prevent the sending and delivery of notices to that effect, in the event of any breach of the obligations and commitments assumed by the defaulting Party under this Agreement, which has not been remedied within fifteen (15) calendar days after it was noticed in writing and in an irrefutable manner.
- 12.3 Effects of termination by Sidra Data Services S.L.U. for infringement on the Client side: failure to comply with the provisions set forth herein by the Client will result in the termination of this Agreement, the license granted therein by the Company and the Sidra Services provided shall terminate, without waiving any damages or other remedies to which the Company may be entitled by law. In this case, the Client shall immediately cease using Sidra Data Platform, its modules and functionalities, and delete it from its systems.
- 12.4 Effects of termination by the Client for infringement on Sidra Data Services S.L.U. side: Without waiving any compensation or other remedies to which the Client may be entitled by law, if the Company fails to comply with some terms and conditions of this Agreement and the Client decides to terminate this Agreement, the Company shall return free of charge to the Client all copies and samples in its possession or control containing Confidential Information.
- 12.5 Grounds for termination: The Client may terminate the Agreement if Sidra Data Services S.L.U. actively prevents the Client from using the Application or any of the contracted Sidra Services for unjustified reasons.
- 12.6 Sidra Data Services S.L.U. may terminate the Agreement without any obligation to compensate the Client for any of the reasons set out below:
- a) Failure to pay the agreed amount or terms under this Agreement and/or with the specific conditions agreed in commercial agreements related to this License.
 - b) Any essential breach of the Agreement.
 - c) A change in the Client's situation that involves the subrogation by a third party in its rights and obligations, which would imply the use and transfer of the rights of use on the **Sidra Data Platform** to a third party not authorized by the Agreement. The Company may terminate this Agreement if the Client enters into an insolvency proceeding or similar

process compelling the Client to assign its assets or activities or control thereof to a third party.

12.7 Rights and obligations after expiration or termination: Upon the termination or expiration of this Agreement, all obligations and rights of the Parties provided herein shall cease, except:

a) the obligations relating to Intellectual Property (Section 6) and Confidentiality (Section 7), which shall remain in force as set out in those Sections; and

b) the obligations relating to compensation, recognition of intellectual and industrial property rights, and venue, which shall remain in force indefinitely; and

c) the payment obligations contained in any additional commercial agreement, and applicable prior to the effective date of termination.

13. Assignment and sublicenses

13.1 Assignment: The Client may not assign or transfer all or part of the rights on the Sidra Data Platform. Thus, the Client may not sell, assign, transfer, lease, or mortgage in whole or in part any of the rights granted under the Agreement, or delegate any of its obligations or duties herein, without the prior written consent of Sidra Data Services S.L.U. The merger, consolidation, or reorganization of the Client with one or more third parties shall not involve the transfer of any substantial rights granted under the Agreement without the prior written consent of the Company. Notwithstanding the foregoing, the Company is entitled to assign or transfer this Agreement in whole or in part and any of its rights and obligations under this Agreement to any of its Affiliates.

13.2 Sublicenses: The Client may not grant sublicenses to any third party without the prior written consent of Sidra Data Services S.L.U. Should this consent be given, the grant of sublicenses would be subject to the terms agreed between the parties, if any.

14. Notices

14.1 Requirements

Any notices, authorizations, consents, and other communications relating to the Agreement:

A. must be effected in writing;

B. shall be delivered by hand, with acknowledgement of receipt, or shall be sent by any means that provides duly authenticated, proof of the contents and the date on which the notice was sent;

C. shall be sent to the addressees at the addresses indicated in clause 13.2, or, if the addressee indicates any other address, shall be sent to such address; and

14.2 Addressees and delivery addresses

Notices must be in writing and will be treated as delivered on the date received at the address, date shown on the receipt, email transaction date or date on the courier or fax confirmation of delivery. Notices to Sidra Data Services S.L.U. must be sent to the following address:

Sidra Data Services S.L.U.

Gran Vía Don Diego López de Haro, 1-8º

48001, Bilbao

Bizkaia, Spain.

Notices sent to the Client will be sent to the address used during the procurement process for this Agreement. The Company may send notices and other information to the Client by email or any other electronic form.

15. Miscellaneous

15.1 Entire Agreement: The present terms and conditions of this Agreement, together with any other technical and contractual documents, constitutes the sole and entire agreement and supersedes any prior agreements the contracting parties might have made with regard to the subject of the agreement either verbally or in writing.

15.2 Modifications: Any modification to the Agreement must be made in writing and must have the consent of the Parties.

15.3 Severability: If any provision contained in Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. The Parties shall negotiate in good faith a mutually satisfactory replacement or modification of the provision(s) declared null and void by others on similar and equally effective terms.

15.4 Waiver: Failure to enforce the fulfilment of any obligations under this Agreement shall in no way be construed as a present or future waiver of such contractual obligations and rights.

16. Schedules

16.1 The schedules to this Agreement listed below are an integral part of this Agreement:

- A. Schedule A: Commercial Terms
- B. Schedule B: Limitations and Use Restrictions
- C. Schedule C: Creation of Sub-organization and License Keys

17. Annexes

17.1 The Annexes to this Agreement include:

- A. Annex A: Service Level Agreement definitions

17.2 Annexes are subject to potential modification by Sidra Data Services S.L.U. In case of such an occurrence, a formal notice will be sent to the Client for notification purposes.

18. Priority of Documents

18.1 In the event of a conflict or inconsistency between this Agreement and any Schedule, this Agreement will prevail, unless the Schedule expressly states that it shall prevail with respect to the specific conflict or inconsistency.

19. Representations and warranties

The Licensor represents and warrants to the Licensee that:

- A. Sidra Data Services S.L.U. is the sole legal owner of the **Sidra Data Platform**, free from Charges and Encumbrances and from any other right enforceable by a third party;
- B. Sidra Data Platform is being used in an actual and effective manner in connection with the goods or services included within in the class in which it is registered;
- C. there are no third-party claims currently in progress that seek to oppose the title, registrability or validity of intellectual property rights of Sidra Data Platform, nor are there any proceedings currently in progress against third parties based on the intellectual property rights of Sidra Data Platform.

20. Applicable law. Jurisdiction

20.1 Applicable law

The Agreement shall be governed by, and interpreted under the laws generally applicable in Spain (*derecho común español*) and the rules on conflict of laws shall not apply.

20.2 Jurisdiction

The Parties expressly waive any other jurisdiction to which they may be legally entitled, and expressly submit the resolution of any issues, discrepancies, disputes, or claims arising over the execution, interpretation or performance of the Agreement, including those relating to any noncontractual obligations arising from or related to it, to the jurisdiction of the courts and tribunals of Spain.

Schedule A

1. The present license is of type **Standard**, including the following features:
 - a. Self-Service Data Platform
 - b. Basic and advanced connectors
 - c. Data Catalog
 - d. Knowledge Store and Indexers
 - e. Reverse ETL (also known as Sync)
 - f. Access to Data Domains/Products templates for installation within Sidra.
 - g. SSO

Schedule B

1. Client/Licensee agrees to the usage restrictions set on the license tier under which Sidra Data Platform has been acquired, as listed in Schedule A. As such, Licensor agrees to unlock and/or provide the services defined under the selected tier, which can be scaled up or down by request of the Client/Licensee.

The definitions in this Schedule are to be understood as complementary to those defined in clause 9 (Limitations and Use restrictions). In case of contradiction or conflict, the definitions set on clause 9 will have precedence over those defined in this schedule.

Schedule C

Annex A

Service Level Agreement

1. Sidra Data Services S.L.U. commits to deliver the following services to the Licensee:
 - A. 8x5 Proactive Monitoring covering:
 - a. The Application Infrastructure (availability and performance)
 - b. The Application Intake Pipelines
 - c. The Application log monitoring
 - B. Service Management of the IaaS/PaaS Azure resources upon which the Application is built.
 - C. Reactive incident resolution (L2 and L3) reported on Sidra Data Platform and the Azure components upon which it is based on, whether they are identified by the Client's team, the Company's development team or any other authorized user. This includes bug fixing and application of corrective measure on the environments.
 - D. Remote troubleshooting.
 - E. Proactive incident management.
 - F. Assistance during set up of new Data Sources, provided there is a default Sidra Data Platform connector for that specific data source.
2. Hours of coverage are defined for the intends and purposes of this Agreement as follows:
 - A. **Business Days** are to be understood Monday through Friday. Saturdays, Sundays, and local public holidays in Spain are not included.
 - B. **Business Hours** are defined from Monday through Friday between 09:00 and 17:00 Central European Time (CET). Saturdays, Sundays, and local public holidays are not included in this category.
3. Sidra Data Services S.L.U. commits to provide the following communication channels for the Licensee:
 - A. An individualized customer portal or support line that the Licensee can use to notify the Company of any incidents or support requests, with the understanding that responses will be provided during active service hours.
 - B. A single email address that will automatically create tickets/alerts on the support portal or tool made available by the Company for the Licensee.
4. The standard Service License Agreement (SLA) defines the expected service levels and response times to which the Company commits:

Priority	Response Time	Channel	Service	Protocol
P0	15 minutes	Portal/Email	8x5	<ul style="list-style-type: none"> • Immediate registration and tracking of incidents. • Immediate escalation to Microsoft/Databricks, if applies. • Immediate escalation to Sidra Data Services development team, if applies.
P1	30 minutes	Portal/Email	8x5	<ul style="list-style-type: none"> • Client registers the incident, which needs to be answered in the next 4 Business Hours • Client gets an acknowledgement of the reception of the ticket.
P2	1 business hours	Portal/Email	8x5	<ul style="list-style-type: none"> • Client registers the incident, which needs to be answered in the next 6 hours. • Client gets an acknowledgement of the reception of the ticket.
P3	2 business hours	Portal/Email	8x5	<ul style="list-style-type: none"> • Client registers the incident, which needs to be answered in the next 12 Business Hours • Client gets an acknowledgement of the reception of the ticket.