

Terms and Conditions



Proprietary information: This document contains detailed commercial, financial and legal information, considered as for the purposes for which it was intended by mutual agreement between CIPHER and (Customer name here). The dissemination of such information may be detrimental to the interests of the parties involved. Therefore it is not authorized to distribute, copy or display it without prior authorization from both parties

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1 Terms and conditions of service

Below are the General **Terms and Conditions** (“**T&C**”) applicable to Cipher’s offering (“Offering”) of services and products, that Cipher should modify according to the Offering.

These conditions are part of the proposal to provide the service [<<SERVICE>>] that CIPHER will carryout for<<KLIENT>>, in accordance with the conditions and rates included in said proposal.

1.1. Designation of person responsible by <<KLIENT>>

- <<KLIENT>> will appoint a manager, service interlocutor, who will be responsible for leading the <<KLIENT>> team of people and will manage all the activities, tasks and responsibilities associated with this proposal.
- The <<KLIENT>> Interlocutor will manage the process of sending work orders to CIPHER and will be responsible for establishing a process within their organization to control the sending of work orders.
- As a fundamental part of the quality and guarantee of the support service, it is the KLIENT’s obligation to have maintenance contracts for their products, updated with their suppliers.
- Regarding the scope of the services that CIPHER offers and are present in the contract, in the case of expansion or reduction of these, it will imply the quote of the new services and the signing of a new contract.
- <<KLIENT>> You explicitly accept, with the acceptance of this service proposal, the CIPHER means made available to safeguard the information, as included in the proposal.

1.2. Pricing and Payment

Microsoft will invoice and charge <<KLIENT>> under the terms of the Microsoft Commercial Marketplace Terms of Use and applicable Order.

1.3. Brand Use

For the purposes of promoting its experience and work carried out, CIPHER may advertise the execution of this contract in its presentations and/or proposals, without revealing the scope or purpose thereof, and for which the <<KLIENT>> authorizes the use of its logo.

1.4. Non-hiring of staff

The CIPHER personnel in charge of carrying out the service constitute a valuable asset for the company, which is why efforts have been made to train them and ensure their job stability. Therefore, the condition is imposed that <<KLIENT>> do not carry out any action aimed at hiring, directly or indirectly, the personnel assigned to the project, until one year after the end of the service.

1.5. Prevention of occupational hazards

In accordance with Law 31/1995, of November 1, on the Prevention of Occupational Risks, CIPHER is committed to cooperating with <<KLIENT>> in the application of current regulations on the prevention of occupational risks and in the establishment of the necessary means of coordination. CIPHER has an External Occupational Risk Prevention (SPA) service, which guarantees

strict compliance with regulations plus

additional measures that, due to the nature of the project, are considered appropriate to limit the risk of occupational accidents as much as possible. All CIPHER staff have been trained and are periodically updated on Occupational Risk

Prevention in accordance with their position, functions and responsibilities. In addition, CIPHER invests in "Personal Protective Equipment" (PPE) that may be necessary in the execution of the project.

1.6. Rights over information

Any information shared between <<KLIENT>> and CIPHER is the exclusive property of the party from which it originates, and no license is required for such exchange. Neither party will use the other party's information for its own use unless otherwise authorized. The use of logos or symbols of both parties for informational, advertising and commercial purposes is excepted. In this sense, the parties undertake and expressly authorize to make good use of the logos or symbols, under the trademark regulations, and not to use them in a misleading manner. The information provided does not give the company that receives it a right or license over the trademarks, copyrights or patents that belong to the person providing it. The disclosure of information does not imply transfer or assignment of rights, unless a provision is expressly made in this regard.

1.7. Duty of confidentiality

For the purposes of this agreement, confidential information will be considered all information that may be revealed in writing, orally or by any other means or support, tangible or intangible, currently known or made possible by the state of the art in the future, to which you have access as a consequence of the establishment of the relationship between <<KLIENT>> and CIPHER. <<KLIENT>> is obliged to deliver to CIPHER the information necessary for the execution of the contracted service, which, in any case, is confidential and, consequently, CIPHER undertakes to:

- ~~Use said information in a confidential manner, in addition to restricting access to the information to any person.~~
- ~~Do not disclose or communicate the information, technical or not, provided or found as a consequence of the~~
contracted provision of services.
Prevent the copying or disclosure of that information to third parties, unless they have written approval from the other
- ~~party, and only in terms of such approval.~~
~~Do not use the information or fragments of it for purposes other than the contract.~~
- ~~CIPHER will maintain this confidentiality and will avoid revealing the information to anyone outside of this contract,~~
unless:
 - Have evidence that the receiving party has prior knowledge of the information received.
 - The information received is in the public domain.
 - The information received comes from a third party that does not require secrecy.
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Notwithstanding the provisions of the previous paragraph, both parties undertake to maintain the commitment of confidentiality regarding the information and material exchanged, indefinitely after the termination of this agreement. The parties agree that this agreement, including the proposal from which it derives, is confidential and, therefore, its disclosure to third parties is prohibited.

1.8. Personal data protection

1.8.1. Data protection of the signatories

In accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 regarding the protection of natural persons with regard to the processing of personal data and the free circulation of these data and which repeals Directive 95/46/EC (hereinafter "RGPD"), as well as Organic Law 3/2011, of December 5, on the Protection of Personal Data and Guarantee of Digital Rights (hereinafter, "LOPDGDD") each of the Parties is informed that the contact information of its representatives, employees or collaborators as contact persons necessary for the execution of the contracted services and will be processed by the other party in order to allow the development, compliance and control of the agreed service provision relationship, the basis of the processing being compliance with the contractual relationship and the data being kept for as long as it subsists and even after, until any responsibilities arising from it expire. The Parties will process these personal data in accordance with current Personal Data Protection regulations and will use them exclusively for the stated purpose. Likewise, the Parties undertake to maintain absolute confidentiality regarding the information and documentation that both Parties provide to each other or have access to during the provision of the Service. Both Parties undertake to take the necessary

measures, both with respect to their employees and third parties who may have some relationship with the provision of services, to ensure compliance with what is agreed in this clause.

The Parties may request their rights of access, rectification, deletion, opposition, portability and limitation to data processing, by directing their request in writing to the address listed in the header of this agreement or to the following email address in the case of CIPHER: office.privacidad@prosegur.com

1.8.2. Data processed for the provision of services

In the event that, as a consequence of the provision of the service, one of the parties has to access personal data that is owned

by the other party, the party that accesses the data (hereinafter "the Data Processor Treatment") will be considered the Data Processor, and the party on whose behalf the data is processed (hereinafter "the data controller") will be considered the Data Controller.

In this sense, the Data Processor is obliged to: Use and process the Data with the sole and exclusive purpose of complying with

this Contract and following in all cases the

instructions received from the Data Controller. The Data Processor will expressly refrain from giving the Data any use other than that agreed upon and, in particular, will refrain from altering them, using them for their own business interest or communicating them or allowing third parties access to them, not even for their conservation.

Observe the maximum confidentiality and reserve with respect to the personal data provided by the Data Controller with respect to the development of the object of this Contract, committing to not reveal these data, as well as any other information that may be obtained, to any third party. would have been provided to you regarding the Data Controller. Return to the Data

Controller, once the provision of services subject to this Contract has been completed, all the documents and files in which all or some of the Data are reflected, regardless of its support or format, as well as copies of the Data. themselves. Restrict access and use of the Data to those of its employees, agents and collaborators that it is absolutely

essential that they

have access to and knowledge of them for the development of the object of this Contract, being obliged to impose on them the obligations of confidentiality and of prohibition of use with respect to the Data, in the same terms as provided in this Contract, committing to respond for any breach of the aforementioned obligations by any of its employees, agents and collaborators mentioned above. Adopt, implement and require the necessary technical and organizational security measures

that guarantee adequate

security of personal data, including protection against unauthorized or illicit processing and against accidental loss, destruction or damage, through the application of appropriate technical or organizational measures ("integrity and confidentiality"), as well as updating security measures in accordance with the legally imposed requirements during the duration of this Contract and any others that are subject to reliable notification by the Data Controller. Specifically, in

accordance with article 32 of the RGPD, the Data Processor will implement the technical and organizational measures that are appropriate to guarantee a level of security appropriate to the risk, taking into account the level of sensitivity of the data and processing activities carried out, among which the following stand out, but are not limited to:

- Pseudonymization and encryption of personal data, where applicable.
- The ability to quickly restore availability and access to personal data in the event of a physical or technical incident.
- A process of regular verification, evaluation and assessment of the effectiveness of technical and organizational measures to ensure the security of processing.
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The Data Processor may not subcontract any of the services that are part of the purpose of this Contract that involve the processing of personal data, except with prior express authorization granted in writing by the Data Controller.

If it is necessary to subcontract any treatment, this fact must be previously communicated in writing to the Data Controller, indicating the treatments that are intended to be subcontracted and clearly and unequivocally identifying the subcontracting company and its contact information.

In case of authorization, the subcontractor, who will also have the status of data processor, will also be obliged to comply with the obligations established in this clause for the initial Data Processor and the instructions issued by the Data Controller. It is up to the initial Data Processor to regulate the new relationship in accordance with article 21 of the RGPD, so that the new processor is subject to the same conditions (instructions, obligations, security measures...) and with the same formal requirements as him, regarding the proper processing of personal data and the guarantee of the rights of the affected persons.

In the event of non-compliance by the sub-processor, the initial Processor will remain fully responsible to the Controller for compliance with obligations.

When the affected persons exercise the rights of access, rectification, deletion, opposition, not to be subject to individualized automated decisions, limitation of processing and data portability before the Data Processor, the latter must communicate this by email to the address indicated by the Responsible for the Treatment. The communication must be made immediately and in no case later than seven (7) business days following receipt of the request, together, where appropriate, with other information that may be relevant to resolve the request. In the event of violations of the security of Personal Data, the Data

Processor must notify them without undue delay, and in any case before the maximum period of forty-eight (41) hours and through any contact address, physical or electronic, provided by the Data Controller during the development of the contractual relationship between the parties, along with all the relevant information for the documentation and communication of the incident.

The obligation to communicate the corresponding security violation to both the corresponding control authority and the interested parties will be exclusively the responsibility of the Data Controller.

Finally, the Data Controller will be liable for damages and losses caused in any processing operation in which it participates, and the Data Processor will only be liable for damages caused by the treatment when it has not complied with the obligations of the RGPD specifically directed to the Data Processor. or has acted outside or against the legal instructions of the Controller. Likewise, the Data Processor will be exempt from liability if he demonstrates that he is in no way responsible for the fact that caused the damages.

1.9. Responsibility

DEFENSE OF THIRD-PARTY CLAIMS.

By <<KLIENT>>. <<KLIENT>> will defend Cipher and its Affiliates from and against any and all third party claims, actions, suits, proceedings arising from or related to: <<KLIENT's>> or any authorized user's violation of this T&C or user terms (a "Claims Against Cipher"), and will indemnify Cipher and its Affiliates for all reasonable attorney's fees incurred and damages and costs finally awarded against Cipher or its Affiliates in connection with or as a result of, and for amounts paid by Cipher or its Affiliates under a settlement <<KLIENT>> approves of in connection with a Claim Against Cipher. Cipher must provide <<KLIENT>> with prompt written notice of any Claims Against Cipher and allow <<KLIENT>> the right to assume the exclusive defense and control of the claim and cooperate with any reasonable requests assisting Customer's defense and settlement of such matter. CIPHER's liability derived from the services that are the subject of this offer is strictly limited to said services

and only in relation

to those cases in which, in accordance with the provisions of articles 1,101, 1,902 et seq. of the Civil Code, it must respond by imperative legal after the declaration, in accordance with the provisions of this contract, of its responsibility. In any case, said liability will be limited to the maximum, total and accumulated amount of the annual amount of the contracted services. This amount constitutes, therefore, the total compensation for any damages that may arise for the Client from the incorrect execution of the contracted services, provided that CIPHER is responsible for said damages and in accordance with the provisions of this Contract. In any case, the Client must prove the reality of the damage he claims. Any indirect or

consequential

damages and, in particular, loss of profits, damage to image and loss of business are expressly excluded from CIPHER's liability.

In any case, CIPHER will be exempt from any liability for damages and/or losses to people or things directly or indirectly related to the Client, whatever the cause of their origin, even in cases of total or partial non-provision of the contracted services or defective provision whenever there is any of the following causes:

- Acts of terrorism or actions committed or carried out by criminal organizations.
- Hostile and bellicose action in time of peace or war, including destructive acts, combat or defense, against an actual or imminent attack by any government or sovereign power (in fact and in law), or by any authority or its agents, that maintained or used military forces.
- Insurrection, pandemics, revolution, rebellion, sedition, mutiny, war, popular riots or public disorders, or any action taken by the authority to counteract it.
- Strikes.
- Radiation or nuclear reaction, radioactive contamination close or remote from the damage or loss produced.
- Forces of nature such as earthquakes, floods or similar.
- Any event of an extraordinary nature that could not have been foreseen or that could not have been avoided.

1.10. Jurisdiction

In case of controversy, the resolution of any issue related to this contract will be submitted to the Courts of Madrid capital.

1.11. Force Majeure

Cipher will not be responsible for any failure or delay in the obligations derived from the Service when it is attributable to causes beyond its reasonable control, such as: events beyond human control, pandemics, sector strikes, natural disasters, fires, earthquakes, floods, , explosions, sabotage, terrorism, war, strikes, vandalism, looting, theft, adverse weather conditions, denial or delay in obtaining licenses, permits, revocations or import or export derivatives, force majeure affecting subcontractors, maritime embargo , judicial acts.

The duration of the stipulated service will be automatically extended for a period equivalent to the time elapsed between notification of the cause and its cessation.

Cipher will resume performance of its service obligations under the Order as soon as practicable or upon completion of the cause(s) of delay in performance and will notify you thereof.

In the event that a Force Majeure Event continues for a period of more than one (1) month after the service deadlines have been delayed for this reason, both parties will meet and review in good faith the desire to cancel the contract.

1.12. License of software products

If the service offered by Cipher offers licenses that will be the property of the client, these licenses will be exclusive and non-transferable to use the software included in the Products on the exact terms under which its manufacturer authorizes its license. The Client declares to know and accept without reservations or restrictions the terms of the license. At the express request of the Client, Cipher may also provide copies of the clauses corresponding to any commercialized license.

All responsibilities relating to the acquisition of the software will automatically transfer from the manufacturer to the customer.

If the customer terminates the contract after the acquisition of the software by Cipher from the manufacturer, after the customer has sent the purchase order, the customer will be responsible for the cost of said acquisition.

Offerings may contain or be provided with components that are subject to open-source software licenses. Any use of those components may be subject to additional terms and conditions and <<KLIENT>> agrees that any applicable licenses governing the use of the components will be incorporated by reference in this T&C.

1.13. Exclusions and Restrictions

The points regarding exclusions necessary to be maintained by both parties are detailed below:

In the event of any variation in the starting data, services, works or equipment contemplated in this document and that will be verified during the execution of the contract, CIPHER reserves the right to carry out a new study and a new economic valuation, without applying them to new services, works or equipment automatically comply with the provisions of this proposal, unless otherwise stated.

CIPHER is not responsible for additional expenses incurred as a result of errors or incidents in design, engineering or coordination with other suppliers or adequate selection of a product, when it has not been contracted to carry out said design, engineering or coordination work or selection or does not have the necessary means for them. In this case, the right is reserved

to invoice <<KLIENT>> the additional interventions requested to solve said errors or incidents.

CIPHER is not responsible for <<KLIENT>> of any loss of data within its facilities, and a system of reliable and duly updated backup copies, guarded and managed, must be provided.

The installation and maintenance of the hardware elements of <<KLIENT>> they will be those described in the SoW (Statement of work).

If due to the need for the service it is necessary to update or modify the configuration of the infrastructure managed by <<KLIENT>>, this part must be carried out by him in coordination with the CIPHER team.

Restrictions. Except as expressly permitted in this T&C, Documentation or an Order, <<KLIENT>> must not (and is not licensed to):

- a. copy, modify, reverse engineer, decompile, or disassemble any Offering, or attempt to do so;
- b. install or use any third-party software or technology in any way that would subject CIPHER's intellectual property or technology to any other license terms;
- c. work around any technical limitations in an Offering or restrictions in Documentation;
- d. separate and run parts of an Offering on more than one device;
- e. upgrade or downgrade parts of an Offering at different times;
- f. use an Offering for any unlawful purpose;
- g. transfer parts of an Offering separately; or
- h. distribute, sublicense, rent, lease, or lend any Offerings, in whole or in part, or use them to offer hosting services to a third party.

1.14. Non-assignment

This proposal has been prepared taking into account the characteristics of <<KLIENT>> to whom it is addressed. Nevertheless, <<KLIENT>> may give way in all or part of this proposal, at any time during its validity, to a company in the same group of companies. Once a possible transfer has occurred in favor of a company in its group, << KLIENT>> will notify said transfer.

1.15. Validity Period

This proposal has a validity period of 30 days. After this period, CIPHER reserves the right to modify them.

1.16. Warranty

Without prejudice to the general guarantees established by Law, the services that are the subject of this offer will enjoy a guarantee period that will extend 12 months after their completion.

CIPHER, within the warranty period, will assume, under its exclusive responsibility, any defect in the execution of the service provided, and undertakes to correct it.

1.17. Term and Termination

1.17.1. Term

This Agreement is effective until terminated by a party, as described below. The term for each Order will be set forth therein.

1.17.2. Termination without cause

Unless otherwise set forth in an Order, either party may terminate this Agreement or any Order without cause on 60 days' notice. Termination without cause will not affect <<KLIENT'S>> perpetual licenses, and licenses granted on a subscription basis will continue for the duration of the subscription period(s), subject to the terms of this Agreement. CIPHER will not provide refunds or credits for any partial subscription period(s) if the Agreement or an Order is terminated without cause.

1.17.3. Termination for cause

Without limiting other remedies it may have, either party may terminate this Agreement or any Order immediately on notice if (i) the other party materially breaches the Agreement or an Order, and fails to cure the breach within 30 days after receipt of notice of the breach; or (ii) the other party becomes Insolvent. Upon such termination, the following will apply:

- a. All licenses granted under this Agreement will terminate immediately except for fullypaid, perpetual licenses.
- b. All amounts due under any unpaid invoices will become due and payable immediately. For metered Offerings billed periodically based on usage, <<KLIENT>> must immediately pay for unpaid usage as of the termination date.
- c. If CIPHER is in breach, <<KLIENT>> will receive a credit for any subscription fees, including amounts paid in advance for unused consumption for any usage period after the termination date.

1.17.4. Suspension

CIPHER may suspend use of the Offering without terminating this Agreement during any period of material breach. CIPHER will give <<KLIENT>> reasonable notice before suspending the Offering. Suspension will only be to the extent reasonably necessary.

1.17.5. Refund

For Offerings ordered on a subscription basis that are \$100,000 or more, if CIPHER breaches any of the foregoing warranties and those breaches remain uncured for 30 days, <<KLIENT>> may terminate this Agreement and CIPHER will provide <<KLIENT>> a full refund of all fees paid to CIPHER.

1.17.6. Survival

The terms of this Agreement, including the applicable Order, that are likely to require performance, or have application to events that may occur, after the termination or expiration of this Agreement or any Order, will survive termination or expiration, including all indemnity obligations and procedures.

1.18. Modifications to the scope

The scope of the work to be carried out is defined in the document [sow], as well as the management process for changes in the scope thereof. If the scope modification process is not defined in the SoW, the clauses in the "exclusions" chapter of this same document will apply.

1.19. Feedback

Any Feedback is given voluntarily, and the provider grants to the recipient, without charge, a non-exclusive license under provider's owned or controlled non-patent intellectual property rights to make, use, modify, distribute, and commercialize the Feedback as part of any of recipient's products and services, in whole or in part and without regard to whether such Feedback is marked or otherwise designated by the provider as confidential. The << KLIENT>> retains all other rights in any Feedback and limits the rights granted under this section to licenses under its owned or controlled non-patent intellectual property rights in the Feedback (which do not extend to any technologies that may be necessary to make or use any product or service that incorporates, but are not expressly part of, the Feedback, such as enabling technologies).

1.20. Renovations

If <<KLIENT>> does not notify otherwise 60 days prior to the end date of the services described in the SoW or Order, the Services described in the SoW will automatically renew for 12 months, and the subsequent 12-month period will be billed at the then-current list prices.