

# **Customer License Agreement for IriusRisk**

## TERMS

These Customer License Terms (the "Terms") govern the relationship between **IriusRisk, S.L.** (European Company Tax Registration Number: ES-B22341713) with place of business at Parque Tecnológico Walqa – 22.197 – Cuarte (Huesca) - Spain ("IriusRisk", "us", "we") and the user of the "IriusRisk" software product/s ("Licensee", "you" or "your").

**1. Scope.** These Terms govern your initial license purchase as well as any future purchases made by you that reference these Terms (each, an "Order"). These Terms apply to the IriusRisk product that you license or purchase from IriusRisk or its authorized resellers, as set out in the Order Form ("Product"), in accordance with the scope of use set out in the Order form ("Scope of Use").

**2. Types of Products.** This Terms govern (a) an on-premise license to the Product (currently designated as "On Premises license") ("Software"), (b) access and use of IriusRisk's hosted or cloud-based IriusRisk solution (currently designated as "SaaS license") ("Hosted Services"), and (c) any related support or maintenance services provided by IriusRisk. Software and Hosted Services, together with related Documentation, are referred to as "Products". Section 3 (Software Terms) applies specifically to Software, and Section 4 (Hosted Services Terms) applies specifically to Hosted Services, but unless otherwise specified, other provisions of these Terms apply to all Products.

### **3. Software Terms.**

**3.1. Your License Rights.** Subject to these Terms, IriusRisk grants you a non-exclusive, non-sublicensable and non-transferable license to install and use the Software during the applicable License Term in accordance with these Terms, your applicable Scope of Use set out in your Order, and the Documentation. The term of each Software license ("License Term") will be specified in your Order Form. Your License Term will end upon any termination of the Order even if no expiration date is specified in your Order.

**3.2. Your Modifications.** The Product enables modification of its functionality and behaviour through a rules engine and through customised content. These changes constitute "Your Modifications". You may use Your Modifications solely with respect to your own instances of the Product in support of your permitted use of the Software but you may not distribute the code of Your Modifications to any third party. Notwithstanding anything in these Terms to the contrary, IriusRisk provides no support, warranty, indemnification or other obligation or liability with respect to Your Modifications or their combination, interaction or use with our Products. You agree to indemnify, defend and hold us harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with any claim brought against us by a third party relating to Your Modifications (including but not limited to any representations or warranties you make about Your Modifications or the Software when enabled).

3.3. **Third Party Code.** The Software includes code and libraries licensed to us by third parties, including open source software. The terms of these third-party open source components prevail over these terms with respect to each of those specific components only. For further details, see the Product documentation.

#### 4. **Hosted Services Terms.**

4.1. **Access to Hosted Services.** Subject to the terms and conditions of these Terms, IriusRisk grants you a non-exclusive right to access and use the Hosted Services during the applicable Subscription Term (as defined below) in accordance with these Terms, your applicable Scope of Use and the Documentation. You acknowledge that our Hosted Services are on-line, subscription-based products and that we may make changes to the Hosted Services from time to time.

4.2. **Subscription Terms and Renewals.** Hosted Services are provided on a subscription basis for a set term specified in your Order ("Subscription Term"). If you cancel, your subscription will terminate at the end of then-current billing cycle, but you will not be entitled to any credits or refunds for amounts accrued or paid prior to such termination.

4.3. **Credentials.** You agree to use all reasonable security measures to ensure the confidentiality of all Hosted Services accounts and passwords ("Credentials"), you are responsible for any and all actions taken using your Credentials, and you agree to immediately notify IriusRisk of any unauthorized use or disclosure of which you become aware.

4.4. **Your Data.** "Your Data" means any data, content, code, video, images or other materials of any type that you upload, submit or otherwise transmit to or through Hosted Services, other than your Credentials. You will retain all rights, title and interest in and to Your Data in the form provided to IriusRisk. Subject to the these Terms, you hereby grant to IriusRisk a non-exclusive, non-transferable, non-assignable, worldwide, royalty-free right to (a) collect, use, copy, store, transmit, modify and create derivative works of Your Data, in each case solely to the extent necessary to provide the applicable Hosted Service to you and (b) for Hosted Services that enable you to share Your Data or interact with other people, to distribute and publicly perform and display Your Data as you (or your Authorized Users) direct or enable through the Hosted Service. IriusRisk may also access your account or instance in order to respond to your support requests. We will remove or delete Your Data within a reasonable period of time after the termination of your Subscription Term.

4.5. **Data Security.** IriusRisk implements reasonable industry standard security procedures to help protect Your Data from security attacks. However, you understand that use of the Hosted Services necessarily involves transmission of Your Data over networks that are not owned, operated or controlled by us, and we are not responsible for any of Your Data lost, altered, intercepted or stored across such networks. We cannot guarantee that our security procedures will be error-free, that transmissions of Your Data will always be secure or that unauthorized third parties will never be able to defeat our security measures or those of our third-party service providers.

#### 4.6. Responsibility for Your Data.

4.6.1. **General.** You must ensure that your use of Hosted Services and all Your Data is at all times compliant with applicable local, national and international laws and regulations (“Laws”). You represent and warrant that: (i) you have obtained all necessary rights, releases and permissions to provide all Your Data to IriusRisk and to grant the rights granted to IriusRisk in these Terms and (ii) Your Data and its transfer to and use by IriusRisk as authorized by you under these Terms do not violate any Laws (including without limitation those relating to export control and electronic communications) or rights of any third party, including without limitation any intellectual property rights, rights of privacy, or rights of publicity, and any use, collection and disclosure authorized herein is not inconsistent with the terms of any applicable privacy policies. Other than its security obligations under the Security section, IriusRisk assumes no responsibility or liability for Your Data, and you shall be solely responsible for Your Data and the consequences of using, disclosing, storing, or transmitting it.

4.6.2. **Sensitive Data.** You will not submit to the Hosted Services (or use the Hosted Services to collect or process) as part of Your Data any personally identifiable information, as defined in the EU General Data Protection Regulation, Health Insurance Portability and Accountability Act (HIPAA), Gramm-Leach-Bliley Act or CCPA, and other applicable privacy laws and regulations (collectively “Privacy Laws”), except as necessary to establish your IriusRisk account (regulated below). In particular, but without limitation, you will not submit any patient, medical or other protected health and special categories of information regulated by such Privacy Laws (collectively, “Sensitive Data”). You also acknowledge that IriusRisk is not acting as your business associate or subcontractor (as such terms are defined and used in such Privacy Laws). You acknowledge that the Hosted Services are not compliant to process any Sensitive Data. Notwithstanding any other provision to the contrary, IriusRisk has no liability under these Terms for the processing of any Sensitive Data.

4.6.3. **Indemnity for Your Data.** You will defend, indemnify and hold harmless IriusRisk from and against any loss, cost, liability or damage, including reasonable attorneys’ fees, for which IriusRisk becomes liable arising from or relating to any claim relating to Your Data, including but not limited to any claim brought by a third party alleging that Your Data, or your use of the Hosted Services in breach of these Terms, infringes or misappropriates the intellectual property rights of a third party or violates applicable law. This indemnification obligation is subject to your receiving (i) prompt written notice of such claim (but in any event notice in sufficient time for you to respond without prejudice); (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of IriusRisk at your expense.

**5. Support and Maintenance.** IriusRisk will provide support during the period for which you have paid the applicable fee. Support will be provided to your administrative users of our Licensed Products through an online ticketing system. Our Support Policy may be

modified by IriusRisk from time to time to reflect process improvements or changing practices, without reducing the quality of service. Support and Maintenance for Software includes access to New Releases, if and when available. You may use any New Releases that we provide to you during a valid support term in the same way that you use Software or Hosted Services, and New Releases are included in the definition of Software and the technologies underlying the Hosted Services. "New Releases" are bug fixes, patches, major or minor releases, or any other changes, enhancements, or modifications to the Software that we make generally commercially available.

## **6. Delivery and Returns .**

**6.1. Delivery.** We will provide access to the repository hosting the Licensed Product application containers (in the case of Software) or login instructions (in the case of Hosted Services) to the email addresses specified in your Order Form when we have received your fully executed Order Form. All deliveries under these Terms will be electronic. For the avoidance of doubt, you are responsible for installation of any Software, and you acknowledge that IriusRisk has no further delivery obligation with respect to the Software after delivery of the license keys unless these services have been agreed previously.

**6.2. Return Policy.** As part of our commitment to customer satisfaction, it is our customary business practice to allow customers to return a Licensed Product within 30 days of payment for any reason or no reason and to receive a refund of the amount paid for the returned Product. In the context of Software, a return means that we will disable the license key that allowed the Software to operate and you will destroy all your copies of the Software. In the context of Hosted Services, a return means that we will disable access to the Hosted Service. We will not accept returns after the 30-day return period. You understand that IriusRisk may change this practice in the future.

## **7. Financial Terms**

**7.1. Price and Payment.** You agree to pay all fees in accordance with each Order. Unless otherwise specified in your Order or other commercial proposal from us, you will pay all amounts in Euros or US Dollars (\$) at the time you place your Order. Other than as expressly set forth in the Return Policy and IP Indemnification, all amounts are non-refundable, non-cancellable and non-creditable. In making payments, you acknowledge that you are not relying on future availability of any Products beyond the current License Term or Subscription Term or any Product upgrades or feature enhancements. If you purchase any Products through a reseller, you owe payment to the Reseller as agreed between you and the Reseller, but you acknowledge that we may suspend or terminate your rights to use Licensed Products if we do not receive our corresponding payment from the Reseller.

**7.2. Taxes.** Your payments under these Terms exclude any taxes or duties payable in respect of the Products in the jurisdiction where the payment is either made or received. To the extent that any such taxes or duties are payable by IriusRisk, you must pay to IriusRisk the amount of such taxes or duties in addition to any fees owed under these Terms.

Notwithstanding the foregoing, you may have obtained an exemption from relevant taxes or duties as of the time such taxes or duties are levied or assessed. In that case, you will have the right to provide to IriusRisk any such exemption information, and IriusRisk will use reasonable efforts to provide such invoicing documents as may enable you to obtain a refund or credit for the amount so paid from any relevant revenue authority if such a refund or credit is available.

**8. Restrictions.** Except as otherwise expressly permitted in these Terms, you will not: (a) rent, lease, reproduce, modify, adapt, create derivative works of, distribute, sell, sublicense, transfer, or provide access to the Products to a third party, (b) use the Products for the benefit of any third party, (c) incorporate any Products into a product or service you provide to a third party, (d) interfere with any license key mechanism in the Products or otherwise circumvent mechanisms in the Products intended to limit your use, (e) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats or non-public APIs to any Products, except as permitted by law, (f) remove or obscure any proprietary or other notices contained in any Product, or (g) publicly disseminate information regarding the performance of the Products.

**9. License Certifications and Audits.** At our request, you agree to provide a signed certification that you are using all Products pursuant to these Terms. If you exceed your Scope of Use, we may invoice you for any past or ongoing excessive use, and you will pay the invoice promptly after receipt. This remedy is without prejudice to any other remedies available to IriusRisk at law or equity or under these Terms. To the extent we are obligated to do so, we may share audit results with certain of our third-party licensors or assign the audit rights specified in this Section to such licensors.

**10. Ownership and Feedback.** Products are made available on a limited license or access basis, and no ownership right is conveyed to you, irrespective of the use of terms such as “purchase” or “sale”. IriusRisk and its licensors have and retain all right, title and interest, including all intellectual property rights, in and to the Products, their “look and feel”, any and all related or underlying technology, and any modifications or derivative works of the foregoing created by or for IriusRisk, including without limitation as they may incorporate Feedback (“IriusRisk Technology”). From time to time, you may choose to submit comments, information, questions, data, ideas, description of processes, or other information to IriusRisk, including sharing Your Modifications or in the course of receiving Support and Maintenance (“Feedback”). IriusRisk may in connection with any of its products or services freely use, copy, disclose, license, distribute and exploit any Feedback in any manner without any obligation, royalty or restriction based on intellectual property rights or otherwise. No Feedback will be considered your Confidential Information, and nothing in these Terms limits IriusRisk’s right to independently use, develop, evaluate, or market products, whether incorporating Feedback or otherwise.

**11. Data Protection.** In accordance with the General Data Protection Regulation 679/2016, it is necessary to process the personal data of the persons mentioned in this agreement, being the identification data (name, surname, position) of both the signatories of

the Parties, as well as the technical or commercial contact persons, necessary for the execution of the contract. Such Personal Data will not be shared with any third party, where appropriate, however, may be processed within platforms of external service providers under contractual clauses that provide adequate guarantees for data processing, even if they are outside the European Economic Area. The personal data of the aforementioned persons will be kept until the termination of this agreement and then, blocked, for the period prescribed by law for legal or administrative reasons. Each Party declares that the data of these persons are correct and up to date and undertake to inform these persons of the provisions of this clause. In the event that a Party has access to personal data under the responsibility of the other Party, the Parties shall sign an Agreement on Data Processing. The Parties shall inform the aforementioned persons of the possibility of exercising their rights of access, rectification, cancellation and opposition, limitation and restriction of processing in the terms established by current legislation, by sending an e-mail to the following addresses: IriusRisk, S.L.: [privacy@iriusrisk.com](mailto:privacy@iriusrisk.com) - Licensee: as set out in the Order Form. If they wish, with respect to IriusRisk, they may file a complaint with the Spanish Data Protection Agency but please contact us first.

**12. Confidentiality.** Except as otherwise set forth in these Terms, each party agrees that all code, inventions, know-how, business, technical and financial information disclosed to such party ("Receiving Party") by the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or is obvious that it should remain confidential. Any IriusRisk Technology and any performance information relating to the Products shall be deemed Confidential Information of IriusRisk without any marking or further designation. Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Confidential Information. The Receiving Party's non-disclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees of the Receiving Party who had no access to such information. The Receiving Party may also disclose Confidential Information if so required pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law. For the avoidance of doubt, this Section shall not operate as a separate warranty with respect to the operation of any Product.

**13. Term and Termination.** Your Order and these Terms are in effect for as long as you have a valid License Term (the "Term"), unless terminated earlier as permitted in these Terms. Either party may terminate an Order before the expiration of the Term if the other party materially breaches any of these Terms and does not cure the breach within thirty (30)



days after written notice of the breach. To the extent permitted by applicable law, either party may also terminate the Order before the expiration of the Term if the other party ceases to operate, declares bankruptcy, or becomes insolvent or otherwise unable to meet its financial obligations. You may terminate the Order at any time upon written notice to IriusRisk, but you will not be entitled to any credits or refunds as a result of this convenience termination for prepaid but unused Software, Hosted Services subscriptions, or Support and Maintenance. Except where an exclusive remedy may be specified in these Terms, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under these Terms, by law, or otherwise. Once your Order terminates, you will no longer have any right to use or access any Products, or any information or materials that we make available to you under these Terms, including IriusRisk Confidential Information. You are required to delete any of the foregoing from your systems as applicable (including any third-party systems operated on your behalf) and provide written certification to us that you have done so at our request.

#### **14. Warranty and Disclaimers.**

14.1. **Due Authority.** Each party represents and warrants that it has the legal power and authority to enter into these Terms, and that, if you are an entity, these Terms and each Order are entered into by an employee or agent of such party with all necessary authority to bind such party to these Terms.

14.2. **Limited Warranty.** IriusRisk warrants that the Products will conform substantially to their written specifications and technical documentation, and that it will provide its services diligently and with reasonable skill and care customary in its sector. As the remedy for breach of this warranty, we provide the Support and Maintenance Services indicated above.

14.3 **Warranty Disclaimer.** Except as expressly indicated here, all Products are provided "as is," and IriusRisk and its suppliers expressly disclaim any and all warranties and representations of any kind, including any warranty of fitness for a particular purpose, functionality, or merchantability, whether express, implied, or statutory. You may have other statutory rights, but the duration of statutorily required warranties, if any, shall be limited to the shortest period permitted by law. IriusRisk shall not be liable for delays, interruptions, service failures and other problems inherent in use of the internet and electronic communications or other systems outside the reasonable control of IriusRisk. To the maximum extent permitted by law, except as expressly set out above, neither IriusRisk nor any of its third-party suppliers makes any representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of any Products or any content therein or generated therewith, or that: (a) the use of any products will be secure, timely, uninterrupted or error-free; (b) the products will operate in combination with any other hardware, software, system, or data; (c) the products (or any products, services, information, or other material purchased or obtained by you through the products) will meet your requirements or expectations; (d) any stored data will be accurate or reliable or that any stored data will not be lost or corrupted; (e) errors or defects will be corrected;



or (f) the products (or any server(s) that make a hosted service available) are free of viruses or other harmful components.

**14.4. Limitation of Liability.** To the maximum extent permitted by law, neither party (nor its suppliers) shall be liable for any loss of use, lost or inaccurate data, failure of security mechanisms, interruption of business, costs of delay or any indirect, special, incidental, reliance or consequential damages of any kind (including lost profits), regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of such damages in advance. Neither party's aggregate liability to the other shall exceed the amount actually paid by you to us for Products and Support and Maintenance in the 12 months immediately preceding the claim. This section (limitation of liability) shall not apply to (1) amounts owed by you under any Orders, (2) either party's express indemnification obligations in these Terms, (3) damages caused by fraud or wilful misconduct or omission, or (4) your breach of section 8 (restrictions) or 12 (Confidentiality). To the maximum extent permitted by law, no suppliers of any third-party components included in the products will be liable to you for any damages whatsoever. The parties agree that the limitations specified in this Section (Limitation of Liability) will survive and apply even if any limited remedy specified in these Terms is found to have failed of its essential purpose.

**14. Improving Our Products.** We are always striving to improve our Products. In order to do so, we need to measure, analyse, and aggregate how users interact with our Products, such as usage patterns and characteristics of our user base, including processing (but not any disclosure) of anonymous aggregated copies of Your Data.

**15. Dispute Resolution; Arbitration.** In the event of any controversy or claim arising out of or relating to these Terms, the parties hereto shall consult and negotiate with each other and, recognizing their mutual interests, attempt to reach a solution satisfactory to both parties. If the parties do not reach settlement within a period of 60 days, any unresolved controversy or claim arising out of or relating to these Terms shall proceed to binding arbitration under the Rules of Arbitration of the International Chamber of Commerce. The parties shall seek to mutually appoint a single arbitrator. If the parties cannot agree on a single arbitrator, then there shall be selected by the process established by the ICC. Arbitration will take place in Madrid. All negotiations and arbitration proceedings pursuant to this Section will be confidential and treated as compromise and settlement negotiations for purposes of all similar rules and codes of evidence of applicable legislation and jurisdictions. The language of the arbitration shall be English.

**16. Governing Law; Jurisdiction.** These Terms will be governed by and construed in accordance with the applicable laws of Spain. Each party irrevocably agrees that any legal action, suit or proceeding that is not otherwise subject to the arbitration provisions of Section (Dispute Resolution; Arbitration) must be brought solely and exclusively in, and will be subject to the service of process and other applicable procedural rules of, the court in Madrid, Spain,

and each party irrevocably submits to the sole and exclusive personal jurisdiction of those courts. Notwithstanding the foregoing, IriusRisk may bring a claim for equitable relief in any court with jurisdiction over the Licensee.

**17. Injunctive Relief; Enforcement.** Notwithstanding the provisions of Section (Dispute Resolution; Arbitration), nothing in these Terms shall prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations or enforcement or recognition of any award or order or arbitral decision in any appropriate jurisdiction.

**18. General Provisions.** Any notice under these must be given in writing to the address stated above or in the Order. Our notices to you will be deemed given upon the first business day after we send it. You may provide notice to us by post to IriusRisk, SL, Parque Tecnológico de Walqa, 22.197 - Cuarte, Huesca, Spain, Attn: Secretaría General. Your notices to us will be deemed given upon our receipt. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events which are beyond the reasonable control of such party, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or diminishment of power or telecommunications or data networks or services, or refusal of a license by a government agency. You may not assign your Order or these Terms without our prior written consent. We will not unreasonably withhold our consent if the assignee agrees to be bound by these Terms and pay all amounts accruing under the Order. We may assign our rights and obligations under these Terms (in whole or in part) without your consent. The Products are commercial computer software. These Terms, together with the Order/s constitute the entire agreement between you and IriusRisk relating to the Products and supersedes all prior or contemporaneous oral or written communications, proposals and representations with respect to the Products or any other subject matter covered by these Terms. If any provision of these Terms is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. These Terms may not be modified or amended by either Party without written agreement of the other (which shall not be unreasonably withheld or delayed). As used herein, "including" (and its variants) means "including without limitation" (and its variants). No failure or delay by the injured party to these Terms in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder at law or equity.

IriusRisk SL is a registered limited company in Spain  
CIF: B22341713 and EU-VAT number: ES-B22341713  
Address: Parque Tecnológico WALQA , Cuarte, Spain  
Telephone number +34.974.032.183 and +34.626.733.024 / [www.iriusrisk.com](http://www.iriusrisk.com)