



These **General Terms of Service** ("Terms") govern the provision of professional and digital services ("Services") by Atalora Digital Services S.L., a company incorporated under the laws of Spain, with registered address at Diputació 211, 08011 Barcelona, Spain, and Taxpayer Identification Number (TIN) ESB23876766 ("Atalora"), to its clients ("Client"). Specific details of the Services, including scope, deliverables, and fees, will be defined in Work Orders ("WO") or other written agreements referencing these Terms.

## 1. Services

- 1.1 Work Orders. Atalora shall provide Client with the Services as outlined in each WO that is executed by both parties. Each WO, when executed by an authorized representative of both parties, shall be subject to these Terms and deemed incorporated herein by reference. Each WO shall contain (a) a description of the Services to be performed by Atalora, (b) a description of the deliverables to be produced by Atalora, (c) the fees for the Services, (d) the payment terms, and (e) such additional information as the parties may wish to include.
- 1.2 Work Order Execution. A WO shall be effective and binding on the Client once signed by an authorized representative. A WO shall not be binding on Atalora until Atalora receives the signed WO from the Client and provides a countersigned copy. Services under a WO shall commence within a reasonable time following Atalora's receipt of the countersigned WO.
- 1.3 Fees and Rates. The fixed fees for Services quoted in any WO are based on the project scope set forth in such WO (the "Fees"). For Services performed under a fixed-fee WO, the Client shall pay the Fees in accordance with the rate schedules set forth in the "Project Budget" section of the WO. For Services provided on a time-and-materials basis, any estimated amounts are solely good-faith estimates for budgeting and resource planning purposes and do not constitute a guarantee that the work will be completed for such amounts; actual amounts may be higher or lower. The Client will be invoiced for actual hours of Services performed.
- 1.4 Change Orders. The Client may submit written requests for changes to the general scope of any Services or for additional Services (each, a "Change Order"). No change shall be implemented unless agreed in writing by Atalora. Changes may result in additional Fees, to be mutually agreed. The Client shall not directly request Atalora personnel to perform tasks outside the specifications in the relevant WO without submitting a Change Order. Parties shall use Atalora's formal mechanism to document changes and any resulting modifications to Fees.
- 1.5 Staffing and Subcontracting. Atalora shall, at its sole discretion, determine which personnel are assigned to perform the Services. Atalora may engage subcontractors or affiliates to perform all or part of the Services, provided that Atalora remains fully responsible for their performance. All subcontractors and affiliates shall be bound by confidentiality and data protection obligations consistent with these Terms.
- 1.6 Employee Performance. In the event that Client finds the Atalora employee performing the Services under any WO to be unacceptable for any reasonable cause, Client shall notify Atalora of such fact, and the parties will discuss whether it is necessary for Atalora to remove said employee from performing the Services and to provide a qualified replacement. In the event the Atalora employee providing the Services under any WO is unable to continue

providing the Services, Atalora will make best efforts to replace such employee with a qualified replacement within ten (10) business days in order to ensure continuity of service.

- 1.7 Client's Responsibilities. Client shall be responsible, at its own cost, to provide Atalora's personnel who will be performing the Services at Client's site with reasonable access to workspace, local telephone, personal computer, workstation environment, basic operational supplies, adequate storage space for work materials, reasonable access to Client's computer system, and any additional reasonable assistance and support necessary for Atalora to perform the Services. Atalora shall not be responsible for any delays or omissions in its performance of the Services which are caused by Client's failure to provide such required items and/or otherwise meet its obligations as set forth in a WO.
- 1.8 Client's Policies. Unless otherwise agreed to by the parties, Atalora's personnel will observe the working hours, working rules, policies and procedures, security regulations, and holiday schedules of Client while working on Client's premises. The vacation time for Atalora's personnel will be scheduled so as not to interfere with the deadlines or scheduled completion date for any of the Services performed under a WO. In the event special security clearances are required, Client will bear the cost of performing any necessary security or background testing.

## 2. Payment

- 2.1 Invoicing. Fees and payment schedules are set forth in each WO. Atalora shall submit invoices for Services rendered and expenses incurred in accordance with the billing schedule as detailed in the appropriate WO. Payment shall be due thirty (30) days from the invoice date.
- 2.2 Expenses. Client shall reimburse Atalora for reasonable travel and business costs incurred in connection with the Services. Reimbursable costs include, but are not limited to, travel costs, accommodation costs, telephone, copies, and delivery that are attributable to the performance of the Services ("Reimbursable Costs"). Atalora shall provide to Client supporting documentation of Reimbursable Costs incurred.
- 2.3 Interest. Late payments on amounts not subject to a good faith dispute shall accrue interest at a rate equal to the legal interest rate under Spanish law plus two percent (2%) per annum. In the event that the Client fails to pay three (3) consecutive invoices, Atalora may, at its sole discretion, suspend the Services until such non-payment has been remedied.
- 2.4 Taxes. Service fees are exclusive of all taxes. Accordingly, the Client shall pay, in addition to the fees, all current and future applicable taxes arising from or in connection with the Services, however designated, including but not limited to sales, service, use, excise, value-added, and withholding taxes, as well as any similar charges or amounts in lieu thereof. This exclusion shall not apply to taxes solely attributable to Atalora, such as taxes on its income, employment-related taxes, workers' compensation, social security contributions, or similar obligations relating to Atalora or its personnel.
- 2.5 Invoice Disputes. Atalora shall provide invoices detailing the Services performed for the period billed, the personnel performing the Services, and the time spent performing such Services. Invoices may be sent via email or by any other mutually agreed means. Invoices shall be issued at least once per month, or more frequently if agreed by the parties. The Client shall notify Atalora within five (5) business days of any disputed amounts, providing

the basis for the dispute. Atalora and the Client shall promptly work in good faith to resolve any disputed invoice. All payments made by the Client to Atalora are non-refundable.

### 3. Deliverables & Intellectual Property Rights

- 3.1 Developments. Any ideas, know-how, techniques, or other materials developed by Atalora, including any enhancements or modifications to Atalora's software programs (collectively, the "Developments"), shall be the sole and exclusive property of Atalora. Atalora may, at its sole discretion, develop, use, market, and license any software, data processing materials, or related technologies that are similar or related to those developed for the Client. Atalora shall have no obligation to disclose to the Client any information regarding Developments that it considers proprietary or confidential. All Developments are expressly excluded from the definition of "work made for hire" under applicable law, and the Client hereby agrees to execute any documents or take any actions reasonably necessary to assign and vest full ownership rights in such Developments to Atalora.
- 3.2 Deliverables. Except for (a) the Developments, and (b) Atalora's pre-existing intellectual property, including all modifications, enhancements, and derivative works thereof, which shall remain the sole property of Atalora, Atalora hereby assigns to the Client all of its right, title, and interest in and to the deliverables, including any software, documentation, or other materials provided under a WO ("Deliverables").
- 3.3 Acceptance. Upon receipt of a Deliverable, Client shall have fifteen (15) calendar days from the date of delivery (the "Acceptance Period") to determine whether such Deliverable conforms to its specifications. Within such Acceptance Period, Client will provide Atalora with written acceptance or a written statement detailing any errors to be corrected ("Statement of Errors"). If Client does not provide Atalora with a written acceptance or Statement of Errors within the Acceptance Period, such Deliverable will be deemed accepted by Client.
- 3.4 Errors. If Client provides a timely Statement of Errors, Atalora will use reasonable best efforts to correct any such errors and redeliver the Deliverable to Client within thirty (30) calendar days after receipt of Client's Statement of Errors (the "Revision Period"). After delivery of the corrected Deliverable to Client by Atalora, Client will have an additional fifteen (15) calendar days to determine whether the corrected Deliverable conforms to its original specifications and the original Statement of Errors. Within such fifteen (15) calendar day period, Client will provide Atalora with written acceptance or a second Statement of Errors. If Client does not provide Atalora with written acceptance or a second Statement of Errors within such fifteen (15) calendar day period, the redelivered Deliverable will be deemed accepted by Client. If Client provides a further Statement of Errors during such fifteen (15) calendar day period, then Atalora will again use reasonable best efforts to correct such errors. If Atalora cannot correct such errors within ninety (90) calendar days, then Client will have the option to terminate the applicable WO upon written notice.

### 4. Warranty

- 4.1 Competence. Atalora warrants that the Services provided hereunder shall be provided in a competent and professional manner by persons who are trained by Atalora and familiar with Atalora's products and services.

- 4.2 Industry Standards. Atalora warrants that its Services will be of professional quality consistent with generally accepted industry standards.
- 4.3 Limited Warranty. This Section sets forth the only warranties provided by Atalora concerning the Services and related deliverables. This warranty is made expressly in lieu of all other warranties, express or implied, including without limitation any implied warranties of fitness for a particular purpose, accuracy, reliability, merchantability, title or otherwise. This disclaimer of warranty constitutes an essential part of these Terms.
- 4.4 Breach of Warranty. For any breach of warranty relating to professional services provided hereunder, Client's exclusive remedy, and Atalora's entire liability, shall be at Atalora's discretion, either; re-performance or refund to Client for that portion of the Services performed giving rise to the breach of warranty.

## 5. Confidentiality

- 5.1 Confidential Information. Each party agrees that all information received from the other party that is known, or reasonably should be known, to be confidential shall be treated as such and kept strictly confidential, except where disclosure is required by law. The receiving party shall use such information solely for the purpose for which it was provided. Information shall, in any event, be deemed confidential if designated as such by either party. The confidentiality obligations shall not apply to information that (a) is or becomes publicly available through no fault of the receiving party, (b) is independently developed by the receiving party without reference to the disclosing party's information, or (c) is lawfully obtained from a third party without breach of any confidentiality obligation. These obligations shall survive for three (3) years following the termination of the engagement.

## 6. Data Protection

- 6.1 Use of Personal Data. Atalora may process and use Personal Data solely for the purpose of fulfilling its obligations under a WO and may disclose such data only to its employees or agents who have a legitimate need to know and are bound by appropriate confidentiality obligations. Both Parties shall comply with the EU General Data Protection Regulation (GDPR) and Spain's Ley Orgánica 3/2018 on Data Protection and Guarantee of Digital Rights (LOPDGDD). Where Atalora processes Personal Data on behalf of the Client, the Parties shall enter into a Data Processing Addendum in accordance with Article 28 of the GDPR.
- 6.2 Data Protection Obligations. Atalora shall implement and maintain appropriate technical and organizational measures to ensure the security and protection of Personal Data. Atalora shall process Personal Data only on documented or reasonably implied instructions from the Client, including with respect to its collection, storage, transfer, or other processing activities. Atalora shall not copy, reproduce, or otherwise use Personal Data except as necessary to perform its obligations under a WO or with the express written consent of the Client.
- 6.3 Security Incidents. Atalora shall promptly notify Client in writing upon becoming aware of any unauthorized or unlawful access, use, or disclosure of Personal Data, and shall cooperate fully with Client in investigating and mitigating such incidents.

## 7. Limitation of Liability

- 7.1 Damages. To the maximum extent permitted by applicable law, Atalora shall not be liable for any indirect, incidental, consequential, special, exemplary, or punitive damages, including but not limited to loss of profits, revenue, data, goodwill, or business opportunities, arising out of or in connection with any WO or the performance or non-performance of the Services, whether based on contract, tort (including negligence), strict liability, or any other legal theory, even if Atalora has been advised or should have been aware of the possibility of such damages. Nothing in these Terms shall limit Atalora's liability for fraud, wilful misconduct, or any other liability that cannot be excluded or limited under applicable law.
- 7.2 Damages Limitation. The maximum aggregate liability of Atalora for any and all damages, losses, or claims arising out of or in connection with any WO shall be limited to the total amount of fees paid by the Client under the particular WO giving rise to the claim.

## 8. Term and Termination

- 8.1 Term. These Terms shall take effect on the date specified in the applicable WO and shall remain in effect for the duration set forth therein.
- 8.2 Termination for Breach. If either party materially breaches a material provision of these Terms, the non-breaching party may terminate these Terms or any WO governed by them upon thirty (30) days' written notice, unless the breach is remedied within such notice period. Termination of these Terms shall not affect any rights, obligations, or liabilities arising under WO already executed prior to such termination, all of which shall remain in full force and effect in accordance with their terms.
- 8.3 Termination for Failure to Participate. If the Client fails to participate in the project, attend scheduled project meetings, or provide Atalora with required information or documents, and as a result the project does not progress for a period of thirty (30) calendar days, Atalora may terminate all applicable WOs. All Services delivered by Atalora up to the date of termination shall be deemed delivered and accepted, and the Client shall remain responsible for all Fees incurred through the date of termination.
- 8.4 Termination for Insolvency. Either party may terminate any WO or these Terms immediately upon written notice if the other party (a) becomes insolvent, (b) files or has filed against it a petition in bankruptcy or for any similar insolvency proceeding, (c) makes an assignment for the benefit of creditors, or (d) ceases or threatens to cease business operations. Termination under this clause shall not affect any rights, obligations, or liabilities arising under WOs already executed prior to such termination, all of which shall remain in full force and effect. The Client shall remain responsible for all Fees incurred up to the effective date of termination.
- 8.5 Termination for Convenience. Either party may terminate a WO or these Terms at any time for any reason upon sixty (60) calendar days' written notice to the other party. In the event of such termination, the Client shall pay Atalora for all Services performed and expenses incurred up to the effective date of termination. Termination for convenience shall not affect any rights, obligations, or liabilities arising under Work Orders already executed prior to such termination.

## 9. Miscellaneous

- 9.1 Governing Law and Jurisdiction. These Terms and any related WO shall be governed by and construed in accordance with the laws of Spain. The parties expressly submit to the exclusive jurisdiction of the courts of Barcelona for the resolution of any dispute arising out of or in connection with these Terms, any WO, or the Services.
- 9.2 Assignment. The Client may not assign or transfer any of its rights or obligations under these Terms or any related WO without the prior written consent of Atalora. Atalora may assign or transfer its rights and obligations under these Terms, in whole or in part, to any affiliate or successor entity in connection with a merger, acquisition, or sale of assets, provided such successor assumes Atalora's obligations hereunder.
- 9.3 Severability. If any provision of these Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced with a valid provision that most closely reflects the original intent and purpose of these Terms.
- 9.4 Notices. All notices or communications under these Terms shall be in writing and may be delivered by email or other reliable means of communication agreed between the parties. Notices shall be deemed received upon confirmation of delivery or, if sent by email, on the date the message is successfully transmitted to the recipient's designated address.
- 9.5 Non-Solicitation. During the term of these Terms and for a period of twelve (12) months following completion of the Services, neither party shall, without the prior written consent of the other, knowingly solicit for employment or engagement any employee or consultant directly involved in the performance of the Services. This restriction shall not apply to general recruitment activities not specifically directed at such individuals.
- 9.6 Cooperation. The parties shall cooperate in good faith and take all reasonable actions necessary to achieve the objectives of these Terms and any applicable WO. Client acknowledges that Atalora's performance of the Services depends on Client's timely and effective cooperation, including the provision of information, resources, and approvals. Any delay or failure by Client to fulfil its obligations may result in a reasonable extension of time for Atalora to meet affected deadlines and deliverables.
- 9.7 Force Majeure. Neither party shall be liable for any delay or failure in performing its obligations under these Terms (except for payment obligations) if such delay or failure results from events beyond its reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, pandemics, labour disputes, government actions, or widespread network or power outages. The affected party shall promptly notify the other party and use reasonable efforts to mitigate the impact and resume performance as soon as practicable.
- 9.8 Compliance with Laws. Client and its affiliates shall comply with all applicable laws, regulations, and government requirements in connection with their use of the Services. Client shall be responsible for ensuring that the Services are not used in violation of any export control, import control, or other legal restrictions in any jurisdiction. Client shall indemnify and hold Atalora harmless from any liabilities, damages, or penalties arising from Client's non-compliance with applicable laws.

- 9.9 Waiver. The failure of either party to enforce any provision of these Terms or any applicable WO in a particular instance shall not constitute a waiver of that provision, nor limit the party's right to enforce the same or any other provision in the future.
- 9.10 Survival. The provisions of these Terms which, by their nature, are intended to survive the expiration or termination of these Terms or any WO shall remain in full force and effect. Such provisions include, without limitation, those relating to Confidentiality, Intellectual Property, Limitation of Liability, Data Protection, and Compliance with Laws.
- 9.11 Entire Agreement. These Terms, together with any applicable WOs, constitute the entire understanding between the parties and supersede all prior proposals, negotiations, or agreements, whether oral or written, relating to the same subject matter. Any amendment or modification to these Terms must be made in writing and agreed to by both parties.