

TEL DAT GENERAL TERMS AND CONDITIONS

1. Application and Order of Priority

These General Terms and Conditions shall apply to the sale of Products and the provision of Services from Teldat to their Customers.

In case of discrepancy between these General Terms and Conditions of Teldat and any other contractual document that the Parties may sign, the following order of precedence shall apply:

- The stipulations set forth in the Purchase Order.
- The stipulations set forth in a separate Contract between the parties.
- These General Terms and Conditions.

Any general terms and conditions that may be imposed by the Customer are therefore excluded.

These conditions will be applicable in any territory and to any Customer who enters into a business relationship with the Teldat Group.

2. Definitions

2.1. Teldat. Stands for TELDAT S.A.U., or any other company of Teldat Group.

2.2. Customer. Means any natural or legal person with whom Teldat establishes a commercial relationship and to whom supplies Products and Services.

2.3. Contract. Stands for any particular agreement that the parties may reach apart from these General Terms and Conditions.

2.4. Hardware. Refers to Products that are made of tangible assets even if they have software installed.

2.5. Purchase Order. Means an order placed by the Customer that will constitute one more document in the commercial relationship between Teldat and the Customer. The Purchase Order must contain the number of Products or Services requested, their price, the date of the Purchase Order, the Purchase Order Number, the delivery date and any other circumstance considered relevant.

2.6. Products. Stands for the assets included in a Purchase Order and in this General Terms and Conditions. Such assets may consist of Hardware or Software. Any reference to Products in a generic form shall be understood to refer to Hardware Products, unless specifically identified as Software Products.

2.7. Services. Refers to activities performed by Teldat and requested by the Customer by means of a Purchase Order.

2.8. Software. Products that consist exclusively of non-material goods such as computer programs, licenses, etc.

2.9. Territory. Means the only place where the Customer may make sales and which must be previously authorized in writing by Teldat.

3. Object

The purpose of these General Conditions is to regulate the purchase of Products and the provision of Services by Teldat to the Customer.

4. Purchase Orders

To request the purchase of a Product or the provision of a Service, the Customer must issue a Purchase Order, which must be previously accepted in writing by Teldat.

The Customer may request a postponement of the estimated delivery date for a period of thirty (30) days provided that Teldat is notified ten (10) days prior to the estimated date of delivery of the Products or provision of the Services. In order for this to be applicable, such change of date must be previously accepted by Teldat and Teldat may charge a fifteen (15) percent surcharge on the price of the Products that are the object of the Purchase Order for storage, handling, insurance and financial costs. This change of date can only be made once with respect to the original Purchase Order.

Under no circumstances can Purchase Orders that have been previously accepted by Teldat be cancelled.

5. Form of payment

Payment of the amount associated with each Purchase Order shall be made by bank transfer within the period indicated on the Purchase Order. In case there is nothing indicated in the Purchase Order, the payment will be made prior to the delivery of the Product.

If, at any time, Teldat has reasonable grounds to believe that the Customer will not meet its payment obligations for the Products, Teldat shall be entitled to proceed with the suspension of the contractual relationship, unless the Customer immediately pays the pending deliveries of the Purchase Order in advance.

Any amount owed by the Customer for the payment of the Products or Services shall accrue the corresponding annual interest until its effective payment at the maximum rate of interest for late payment calculated according to the legal regulations of each country.

6. Prices

The prices of the Products and Services are those fixed in the Purchase Order or in the Contract.

Unless otherwise agreed, the prices do not include any type of tax, cost, customs or transport that may be associated with the Product.

Likewise, the prices fixed in the Purchase Order shall not include VAT or any other equivalent tax applicable in the city or country of destination.

Prices will be quoted in Euros, unless a different currency is specified in the Purchase Order (which must be accepted by Teldat) or in the Contract.

7. Offers

The prices of the offers will be valid for the period of time stipulated in the offer made by Teldat. This validity period cannot exceed thirty (30) days from the date the offer is sent to the Customer. Once this period has elapsed, Teldat will not be able to guarantee the prices of the offer and the offer will have to be updated and the prices may vary according to the new update.

In the case of Services, the hours offered and accepted must be consumed within a period of twelve (12) months from the date of acceptance of the Purchase Order by Teldat. The Customer accepts that once the twelve (12) month period has elapsed, the unconsumed hours cannot be reclaimed for use or disposal. In the event that a new Service is requested after the expiration date, this Service must be quoted by means of a new offer.

8. Form of delivery and transmission of the risk

The delivery of the Products and the transfer of risk of the Products will be carried out as agreed in the Contract or in the Purchase Order issued by the Customer and at the place indicated therein. If no place has been agreed upon, delivery will be made at Teldat's facilities in Tres Cantos and the transfer of risk and other delivery conditions will be regulated by the INCOTERM EXW 2020 (Ex works) of the International Chamber of Commerce.

The dates of delivery agreed in the Purchase Order, unless otherwise agreed, are subject to the availability of the Products and Services. Therefore, such dates are approximate and non-binding. Deadlines shall not be considered essential terms of the contract. Taking into account the complexity of the manufacture of the Products, Teldat will use its best efforts to comply with the deadlines stipulated in the Contract or the Purchase Order, but a delay in the same will not be considered a breach of contract nor will it give the right to terminate it or to compensation for damages, unless otherwise agreed.

The Services shall be provided in accordance with the indications made in the Purchase Order. The Services will be provided remotely, unless the Purchase Order specifies that they must be provided in person. Any Service not expressly stated in the offer or Purchase Order accepted by Teldat will be excluded from the provision of the Service.

Teldat reserves the right to use subcontractors to provide the Services.

In the case of Products consisting exclusively of Software (licenses), the Products will be delivered to the Customer by email.

9. Warranty of the Products

The Products will be delivered by Teldat in the agreed quantity and quality, in accordance with the applicable international regulations.

Teldat grants the Customer a warranty for a period of twelve (12) months from the date of receipt of the Products by the Customer.

The Customer will inspect the Products upon receipt. In the event that the Customer considers that there is a defect in the Products, the Customer must state this on the delivery or reception of the goods. The Customer must also inform Teldat of this circumstance immediately afterwards.

Once the communication has been made, if accepted by Teldat, Teldat will proceed to repair the defect or replace the defective Product(s).

The Customer shall be responsible for the packaging waste and any other waste that will be generated during the delivery or during the use of the Products.

Teldat guarantees that the Products delivered are free of any viruses, malware or Trojan horses, or any other type of malicious or hidden software.

The Customer will be responsible for paying all costs associated with shipping the Product to Teldat and Teldat will cover the cost of shipping the Product back to the Customer. Any defects detected within the twelve (12) month warranty period will be repaired by Teldat and all labor and material charges will be borne by Teldat.

For products that have been tampered with, belong to the secondary market, are non-original, stolen or for any other aspect related to warranties that is not expressly stipulated in these General Conditions, the Customer will abide by the provisions of the “General Conditions of the Teldat Product Warranty and Repair Service” that can be found at the following link:

[Warranty and Repair Service for Teldat](#)

10. Term of duration of licenses for Products consisting exclusively of Software

Products consisting exclusively of Software may be subject to a grace period after delivery. The grace period is a period that could be granted to the Customer and goes from the time the license is delivered to the Customer until the commencement of its operational activity. This grace period shall be specified in the Purchase Order and in the offer. If no reference is made to this grace period, it shall be understood that the licenses are operational from the day on which they are delivered to the Customer and that there is no grace period. If reference is made to this period but the duration is not specified, it shall be fifteen (15) days. In any case, the grace period shall not exceed six (6) months.

The term of the license for the Software Products shall be specified in the Purchase Order. In the event that the Purchase Order does not specify such term, the term of the licence shall be understood to be granted for a period of twelve (12) months from the delivery thereof to the Customer, or failing that, from the end of grace period.

11. Resolution of the agreement

In the event of non-payment of one or more invoices, in addition to any of the other causes stipulated by law, Teldat shall have the right to terminate the contractual relationship by claiming all interest, direct damages and indirect damages that the Customer may have caused.

12. Responsibility

Unless otherwise agreed in writing, under no circumstances shall Teldat be liable to the Customer for indirect damages, loss of business or consequential damages of any kind, including but not limited to loss of business or loss of data.

In any event, Teldat's liability shall be limited to the lesser of: a) the amounts paid by the Customer to Teldat during the last four (4) months since the event or damage giving rise to liability occurred, or b) the amount paid on the Purchase Order on which the Product causing the damage was located.

Teldat shall not be liable in the event of a shortage of raw materials on the market, which leads to an increase in raw material prices or which causes considerable difficulty in the supply of materials affecting Teldat Products.

The limitations of liability set forth in this article shall not apply to liability arising from death or personal injury in the event that such limitation is prohibited under the laws of the applicable country.

13. Retention of title

Without prejudice to their delivery and the transfer of risk to the Customer, title to the Products will be transferred to the Customer at the time of payment of the price associated with the Products.

Pending payment of the price, the Customer will store the Products in an appropriate manner, separating them from the rest of the products or goods and in conditions that guarantee their safety, at no charge to Teldat.

In the event of non-payment of the price, Teldat may demand the return of the Products, which will be returned to Teldat's warehouses at the Customer's expense. In this case, Teldat will be able to store and resell the Products as the owner of the domain of the Products.

The Customer must take the necessary measures to protect Teldat's rights over the Products and is obliged to inform Teldat in the event that any third party attempts to take legal action over the Products.

14. Intellectual property and industrial property

Teldat shall be the owner of all the Intellectual Property rights of the Products (Hardware and Software).

The transfer of the Products will in no case imply the transfer of any type of ownership of the Intellectual Property rights, which will be considered Teldat's property to all intents and purposes.

Teldat will grant a non-exclusive license for the exploitation of the rights of use of the Intellectual Property to the Customer, for the maximum time permitted by law and within the Territory, always for the exclusive fulfillment of the purposes of the contract.

Likewise, the Customer shall not do any of the following: copy, allow copying, decompile, reverse engineer, translate, modify, disassemble, post on the Internet or any intranet, publish, decode, improve, adapt, merge or reduce the Software in source code or any other low level language.

The Customer shall not register any trademark that is registered by Teldat or is being used by Teldat in any particular territory. Teldat is the owner of all trademarks registered by Teldat and the Customer will not attempt to register or modify them under any circumstances.

The Customer shall only use Teldat's trademarks for the fulfillment of the purposes of the Contract or Purchase Order and only in case it is needed.

15. Availability of Products and Services

Products and Services are subject to availability. In case of unavailability of a Product or Service, this circumstance will be communicated as soon as possible to the Customer, who may cancel deliveries of Products or Services subject to that Purchase Order that are not available, or request their replacement by a similar Product or Service.

16. Confidential Information

For the purposes of these General Terms and Conditions, 'Confidential Information' means any information or data disclosed by either Party (the 'Disclosing Party') to the other Party (the 'Receiving Party'), including but not limited to data, know-how, algorithms, software, processes, improvements, designs, devices, systems, test results, sketches, photographs,

plans, drawings, Service concepts, specifications, reports, laboratory notebooks, business and financial plans, strategies, budgets, supplier, customer and partner names, addresses or related data, pricing information, production or manufacturing information, Service sales information or forecasts, and inventions or ideas. Also any information transferred in the framework of this contractual relationship and which, due to its nature or condition, must be considered as confidential information, regardless of the format in which it is transferred (oral, written or digital).

The Receiving Party agrees to treat as confidential and not to disclose such Confidential Information provided by the Disclosing Party. All written Confidential Information shall be marked as 'confidential', 'reserved' or its substantial equivalent, and any oral or written information purporting to be Confidential Information shall be identified by the Disclosing Party as such at the time of such disclosure unless, due to the circumstances of the communication and the content of the communication, it must be treated as confidential.

-Confidential Information Exempt: Any written consent of the Disclosing Party to disclose Confidential Information shall be strictly construed as to its scope and amount, with the confidential nature of any such information always prevailing in case of doubt.

-Permitted Use: The Receiving Party agrees to use all Confidential Information communicated by the Disclosing Party solely for the purposes of the contractual relationship and in accordance with the limitations set forth therein. No licence, copyright, trademark, trade name or other proprietary right is deemed to be implied, granted or transferred between the Parties by virtue of this contractual relationship, except as expressly mentioned herein.

-Confidentiality: The Receiving Party shall not disclose, communicate or transmit the Confidential Information, in whole or in part, to any Third Party. The Receiving Party shall limit the Confidential Information to those employees of the Receiving Party who need to know such Confidential Information for the fulfilment of the purpose of this contractual relationship, and only after informing such employees of their obligations under this contractual relationship, in order to maintain the confidentiality of the Confidential Information. The Receiving Party shall put in place technical and organisational measures to ensure the protection of the Confidential Information and shall do so to the same level as it protects its own Confidential Information.

-Exceptions to non-disclosure and non-use obligations: The obligations imposed by this contractual relationship shall not apply, or shall cease to apply, to any Confidential Information where the Receiving Party can establish that such Confidential Information:

I. Is known to the Receiving Party, or entities of its group, prior to the receipt of such Confidential Information; or

II. Was, or becomes, known to the public through no fault or breach of the Receiving Party's obligations under the present contractual relationship; or

III. It is disclosed to the Receiving Party, or its affiliates, by sources other than or in circumstances that do not involve a breach of any obligation of confidentiality between that source and the Disclosing Party.

IV. Is, or was, independently developed by the Receiving Party, or entities of its group without making use of the Confidential Information provided by the Disclosing Party.

V. Is required to be disclosed by law, decree, regulation, court order, regulation or valid injunction, but only to the extent and for the purpose required by such law, statute, rule, regulation or order, and only if the Receiving Party first notifies the Disclosing Party of the pending disclosure and allows objections and/or takes appropriate action.

-Return or Destruction of Confidential Information: Confidential Information (including authorised copies thereof) shall be deemed to be the property of the Disclosing Party. The Receiving Party shall, upon written request of the Disclosing Party, within fifteen (15) days of notification, return to the Disclosing Party all Confidential Information (or any designated portion thereof), including all copies thereof, or, if so directed by the Disclosing Party, destroy such Confidential Information. If necessary, the Receiving Party shall also provide evidence of the destruction of the Confidential Information.

-Duration: The obligations relating to Confidential Information shall extend for a period of five (5) years from the termination of the Contract, or, from the last communication of Confidential Information by either Party, whichever occur last.

17. Notifications

Notifications shall be understood to have been validly made to the Customer at the address indicated in the Purchase Order and to Teldat at the following address: Calle de Isaac Newton, 10 Tres Cantos, 28760, Madrid.

Notifications shall be effective from the day following their receipt at the corresponding addresses.

18. Assignment

The Customer may not assign any of the contractual obligations to which it has committed itself without the express written consent of Teldat.

Teldat may assign any of the obligations under the contract at any time and without the written consent of the Customer to any of the Teldat Group entities.

19. Force majeure

Teldat may suspend the performance of its obligations arising from the contractual relationship in the event of an unforeseeable or, if foreseeable, unavoidable event. Force majeure shall include, but not be limited to: a) wars, international or national armed conflicts, cyber-attacks, b) natural or climatic disasters, c) epidemics or pandemics, d) shortages of labour or raw materials.

In the event of force majeure, Teldat shall notify the Customer of the suspension of the contractual relationship. If, after eight (8) weeks, the force majeure event persists, either Teldat or the Customer may terminate the contract.

In this case, the Customer shall pay Teldat the price of all Products and Services provided by Teldat and shall not be entitled to claim compensation for Products that Teldat was unable to supply due to the force majeure event.

20. No waiver

Failure to exercise any right that Teldat may exercise at any time during the term of the contractual relationship does not waive the exercise of that right, or any other associated right, and Teldat may at a later time exercise all the rights that have been granted to it by virtue of the provisions of these General Terms and Conditions.

21. Nullity

In the event that any provision of these General Terms and Conditions should be null and void under applicable law, such provision shall be deleted from these General Terms and Conditions, without affecting the validity of the remaining provisions.

22. Data protection

The personal data to which Teldat may, where applicable, have access will be processed for the purpose indicated in these General Terms and Conditions or in the Purchase Order, in compliance with the provisions of both Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data (hereinafter 'GDPR') and the Ley Orgánica de Protección de Datos ('LOPD'), and undertakes not to use them for purposes other than those envisaged in the contractual relationship and not to disseminate or transfer them to third parties and, in particular, to comply with the provisions of the GDPR and other implementing regulations, as well as any regulations that may extend or replace them in the future.

The purposes of the processing of personal data shall be those related to the fulfilment of the contractual relationship. Such data shall be kept for as long as this agreement is in force and, once it has been terminated, and upon request of the data subject, shall be duly deleted, unless, by law, such data must be processed for a specific period of time. Once this period has expired, the data will be deleted.

Data subjects may exercise their rights of access, rectification, cancellation, opposition, limitation and portability by sending an e-mail to dpo@teldat.com.

In the event that data subjects consider that any of the rights recognised in this clause are being infringed, they may notify the AEPD (Spanish Data Protection Agency) so that it can carry out the relevant investigations.

The data will not be transferred to third countries outside the EU (European Union), unless it is necessary for the performance of the purposes of the contractual relationship. In this case, the country to which the data is transferred must comply with the Data Protection Standards set out in the GDPR.

Teldat shall adopt the technical and organisational security measures established in the GDPR and in the LOPD, and shall be obliged to comply with any obligations that may be required of them, and shall adapt and adjust compliance with the obligations established, and the security measures required for this purpose, in order to comply with the personal data protection regulations that may be applicable.

23. Compliance

The Customer is committed to comply with all applicable anti-corruption regulations.

The Customer affirms that it has in place a set of policies and procedures among its employees aimed at implementing a culture of compliance in its company.

The Customer will bring to Teldat's attention any violation of the law or of the most basic ethical business rules that may occur through Teldat's ethics channel at the following address <https://www.teldat.com/ethics-channel/>.

Teldat's Code of Conduct can also be found at the link added in the previous paragraph and the Customer assures that is aware of it and undertakes to comply with its contents.

The Customer represents and warrants that neither it nor any of its directors, officers, employees, subcontractors and/or agents are subject to financial penalties, restrictive measures, enforcement proceedings and/or similar situations or circumstances.

Furthermore, the Customer is aware that in the event of non-compliance with the stipulations of the Teldat Code of Conduct, Teldat may choose to terminate the contractual relationship.

24. Jurisdiction and applicable law

Teldat and the Customer agree to resolve any possible dispute in accordance with the laws and courts of the city of Madrid (Spain), expressly waiving any other jurisdiction to which they may be entitled by law.