Connectivity Management Tool (CMT)
SOFTWARE CLOUD LICENSE AGREEMENT (SCLA)

1. DEFINITIONS

(i) "**Access**" means authorization for CMT Software usage by creating credentials for the Customer and/or its End-users.

(ii) "**Administrator**" means the Customer who can manage/request End-user access and/or manipulate network device connection settings. The Administrator is not entitled to any CMT Software updates, modifications, or manipulation of cloud settings and the associated IT infrastructure under any circumstances without authorization; these rights are expressly reserved for Worldsensing.

(iii) "**Connectivity management tool (CMT)**" means the CMT Software suite, including connected CMT Edge instances, used for monitoring infrastructures that integrate elements of the Loadsensing product family (nodes), any other equivalent technology and connected gateways. This software suite is offered as a SaaS (software as a service) model and is hosted either as a public cloud computing solution, developed and maintained by Worldsensing, or on a private cloud infrastructure.

(iv) "**Customer**" refers to a legal entity, its establishment, filial, and/or entrepreneur who has been previously validated by Worldsensing under its compliance policies and has entered into any type of commercial relations to resell, refer, or distribute Worldsensing products. Worldsensing may, at its discretion, decide not to validate the Customer due to (a) non-compliance with compliance policies and/or internal policies/protocols, (b) real and/or potential conflict of interest, (c) possible reputational damage and/or (d) a decision not to distribute products and/or (e) a decision not to operate/withdraw from the market/sector.

(v) "**Customer's data**" refers to the data transmitted by the hardware and firmware connected to the CMT Software, which is generated by the Customer's and or End-User´s infrastructure. The CMT Software is compatible only with Worldsensing's authorized hardware and firmware unless otherwise expressly stated on Worldsensing's official website and/or in the CMT Software technical sheet.

(vi) "**Customer's personal data**" means personal data, including name, surname, IP address, job place, job position, corporate email, system log, and/or other specified personal data processed by Worldsensing under its Privacy policy.

(vii) **"Devices"** refers to the hardware and firmware produced and/or distributed by Worldsensing and listed on the Worldsensing official website.

(viii) "**Help desk services**" means the technical service solution implemented to help Customers resolve troubleshooting issues connected with CMT Software usage.

(ix) "**End-user**" means the Customer's sublicensee, a legal entity or entrepreneur whose officials have entered into contractual relations with the Customer to provide technical/monitoring services and to whom the Customer must grant access.

(x) "**End-User account**" means the End-user's account granted by the System administrator at the Customer's request. The End-user will have full access that permits them to manipulate network settings for device connections.

(xi) "**End-user personal data**" means personal data, including name, surname, IP address, job place, job position, corporate email, system log, and/or other specified personal data processed by Worldsensing under its Privacy policy.

(xii) "**Network**" means the interconnection between various communication devices through different communication links.

(xiii) "**Permitted usage**" means that the CMT Software can be used for the commercial purpose determined in clause 4 below. If not agreed upon in a separate contract, the CMT Software shall be used for civil infrastructures only. The use in critical infrastructures, especially those managed by public organizations, must be expressly authorized by Worldsensing.

(xiv) "**Software**" refers to a CMT Software licensing model that allows access to software on a subscription basis using external servers (public computing solution). By default, Worldsensing uses the public cloud solutions offered by Google Ireland. The servers are in the EEA zone.

(xv) "**System administrator**" means the CMT Software proprietor (Worldsensing and its personnel) who is entitled to manage Customer´s and End-user´s accounts (grant, revoke or delete access).

2. SUBJECT

2.1. Worldsensing provides the Customer with a non-exclusive transferable license for the CMT Software for a fee payable by the Customer to Worldsensing. The license fee, payment terms and ancillary obligations other than those stated herein shall be regulated and determined in accordance with a separate contract and/or Commercial offer.

2.2. The default territory is worldwide unless otherwise agreed upon in a separate agreement and/or Commercial offer. The territory shall be deemed the territory indicated by the Customer in the KYC compliance questionnaire, unless otherwise is not stated in a separate agreement and/or Commercial offer. Worldsensing reserves the unilateral right to veto the use of the software in a specific territory.

2.3. The Customer is entitled to sublicense the CMT Software to its End-users if it has informed Worldsensing in advance and remains solely responsible for the End-user's performance of all obligations hereunder.

2.4. The Customer shall be liable for any damages caused by the End-User and shall compensate Worldsensing for all the direct and/or reputational damages suffered. In the event of non-compensation, Worldsensing reserves the right to suspend the Customer's account and all the End-users accounts in cascade.

2.5. Worldsensing shall provide helpdesk service and resolve troubleshooting issues connected with the CMT Software connectivity and its accurate running to the Customer only. No helpdesk services shall be provided directly to the End-user by Worldsensing unless otherwise agreed upon in a separate agreement and/or Commercial offer.

2.6. The Worldsensing helpdesk service availability shall be indicated in the Service Level Agreement available for the Customer in a separate agreement signed with Worldsensing.

2.7. The End-User can substitute the Customer only in the event of (a) the Customer's bankruptcy and/or wind-up or (b) cancellation of the contractual relations with the Customer due to gross negligence and if no competition clause is undertaken by Worldsensing with the Customer.

2.8. The descriptions of the CMT Software that define the features and characteristics shall be stated on the Worldsensing website and supporting documentation. Worldsensing will provide the software to the Customer substantially as established on therein and as set forth in this SCLA and/or separate contract.

2.9. This SCLA applies to Worldsensing's CMT Software public cloud-based SaaS software model including connected CMT Edge instances; pure on-premises solutions are subject to a separate agreement.

3. ACCESS, SECURITY AND CONFIDENTIALITY

3.1. Only the System administrator is authorized to manage access and validate customers in the CMT Software.

3.2. The administrator is responsible for the End-users' permitted usage and any actions they may take within the CMT Software.

3.3. If an End-user is no longer authorized to have access, the Customer must request a System Administrator to revoke their permissions without undue delay.

3.4. The Customer is responsible for ensuring that their End-users keep their system credentials secure and do not disclose them to third parties.

3.5. The Customer and/or its End-users must change their CMT Software credentials upon Worldsensing's request without undue delay or take any action necessary to guarantee the security of the system.

3.6. The System Administrator reserves the right to change the credentials for Customer and its End-Users in case of a security breach.

3.7. The Customer must inform Worldsensing if a password has been disclosed to third parties or if the Customer suspects improper use of the system has occurred.

3.8. The Customer is solely responsible for preserving the End-user's confidentiality requirements that need to be satisfied in the projects for which they have been contracted.

4. PERMITTED USAGE AND LIMITATIONS

4.1. The CMT Software may only be used to visualize data transmitted by connected devices monitoring infrastructures. The performance and responsiveness (latency) of the CMT Software may vary based on the number and type of modules integrated, as well as their specific configurations and interactions. Any End-users operating in regulated sectors, as critical infrastructures, or as public authorities and/or its dependent organizations, must be previously and expressly authorized by Worldsensing.

4.2. If the System administrator detects a violation of clause 4.1 herein, it is entitled to suspend the End-user account without prior notification. Worldsensing reserves the right to exclude the Customer from CMT Software usage without the possibility of restoration.

4.3. Worldsensing will charge the Customer for all costs associated with any damages paid and/or claims received from public authorities, dependent organizations, critical infrastructures, or organizations operating in regulated sectors that have not been expressly authorized.

4.4. Worldsensing warrants that the CMT Software complies with data privacy regulations such as GDPR and Spanish laws LOPDGDD and LSSI as well as the NIS Directive. Any additional legal and security requirements shall be determined in separate agreements and evaluated by Worldsensing upon request.

5. CUSTOMER'S OBLIGATIONS

5.1. The Customer is responsible for paying license fees correctly in accordance with the billed invoices. Upon request, the Customer must inform Worldsensing of the number of devices registered and connected to CMT Software, including CMT Edge instances.

5.2. If the System Administrator detects any fraud related to the devices connected to CMT Software and reported by the Customer, access will be suspended without delay until the issue is resolved.

5.3. Non-payment of outstanding fees will result in suspension of all Customer accounts and all associated End-user accounts in cascade. Only when the Customer pays all outstanding invoices to Worldsensing, the Customer account will be restored.

5.4. Worldsensing always has the right to suspend CMT Software access if the Customer (a) is in default with the payment of fees, and the bill has not been paid more than 60 (sixty) calendar days from the receipt date, and/or (b) does not regularly fulfill their financial obligations.

5.5. The Customer must always comply with this SCLA and/or separate agreement concluded between Worldsensing. The Customer must use CMT Software, and/or other available settings according to the technical specifications.

5.6. If the Customer connects any devices not validated by Worldsensing and not expressly announced as compatible with CMT Software, its account shall be suspended.

5.7. If the Customer authorizes End-users to use CMT Software, the Customer must ensure and be solely responsible for all End-users complying with this SCLA at all times.

5.8. The Customer and the End-User must respect the open-source licenses contained in the CMT Software at all times.

5.9. The System Administrator is entitled to suspend the Customer's account if the Customer's usage puts the CMT Software confidentiality/integrity/availability at risk and/or otherwise disrupts the usage of other Customers.

5.10. Access can be suspended, revoked, or deleted in case the following circumstances arise: (a) existing dispute and/or lawsuit with the Customer, (b) non-authorization of the Customer according to its internal policies, (c) absence of payments and/or delay in payments, (d) infringement of any contractual obligations and/or IP rights, (e) any type of fraud connected with network security and/or license fee payments, (f) breach of permitted usage, (g) security breach, (h) breach of open-source licenses, (i) breach of any other obligation undertaken under a separate agreement.

6. END-USER'S OBLIGATIONS

6.1. The End-User shall always comply with the provisions of this SCLA. The End-User accounts are dependent on the Customer's account.

6.2. If the Customer's account is suspended, the End-User accounts shall also be suspended.

6.3. If an End-User requires help desk assistance, it should contact the Customer first. By default, the CMT Software Service Level Agreement applies to the Customer and not to End-Users. The Customer and End-User should establish their own Service Level Agreement.

6.4. The End-User must comply with permitted usage, CMT Software compatibility, not put the CMT Software confidentiality/integrity/availability at risk, and not disrupt the usage of other Customers/End-Users.

6.5. The End-User must not copy, modify, distribute, or use the CMT Software in any other way except for permitted usage.

6.8. The End-User is responsible for keeping their usernames and passwords secure and not disclosing them to third parties.

6.9. The End-User must respect the open-source licenses contained in the software at all times.

6.10. The System Administrator is entitled to suspend the End-User account in the following cases: (a) at the Administrator's request, (b) in case of contractual breach, (c) in case of security breach, (e) in case of breach of open-source licenses, (g) in case of suspension of the Customer's account due to any breach under this SCLA and/or the separate agreement with Worldsensing, (h) breach of any other obligation undertaken under a separate agreement.

7. LICENSE MODIFICATION

7.1 Worldsensing reserves the right to make changes to the software at any time. If a change made by Worldsensing has an adverse effect on the agreed contents of the CMT Software or service levels, the Company will inform the Customer of such change at least 30 (thirty) calendar days prior to the effective date of the change. In this case, the Customer will have the right to terminate the Contract with 30 (thirty) calendar days written notice. The notice of termination must be delivered to Worldsensing in writing before the effective date of the change.

7.2. Worldsensing will always have the right but will have no obligation to make changes to the CMT Software and/or public cloud computing solution that (a) relate to the SaaS software and cloud computing production environment and have no adverse effect on the service levels agreed with the Customer, (b) are necessary to prevent any data security risk for the cloud solution, or (c) arise from changes in law and/or a data or security breach and/or as administrative order from the data privacy authority and/or any other public authority.

7.3. The Customer is not entitled to terminate this SCLA as described in clause 7.1 if the change is based on the reasons set out in clause 7.2.

8. PROHIBITED USE

8.1. The Customer and/or End-Users must not:

i) copy the whole or any part of the CMT Software.

ii) modify, enhance, or merge the whole or any part of the CMT Software with any other software or documentation.

iii) assign, transfer (except to End-Users, its affiliates or professional consultants/and or auditors provided that the professional secret or confidentiality is binding where permitted), distribute, sell, lease, rent, charge or otherwise deal in or encumber the CMT Software, nor make the software available to any third party, except mentioned herein, nor use the CMT Software to provide software-as-a-service, service bureau or similar services to any third party;

iv) adapt, translate, reverse engineer, decompile or disassemble the whole or any part of the CMT Software, or to access the source code of the CMT Software.

v) enable use of the CMT Software by duplication through virtualization or comparable technology in a manner that would exceed the number devices connected and paid by the Customer.

vi) use the CMT Software to develop other software and applications.

vii) use, whether alone or in combination with any other mark, nor register or attempt to register, whether directly or indirectly, any trademarks, trade names, logotypes, or other symbols of Worldsensing, or any confusingly similar marks, names, or symbols, nor any Internet domain names containing any such trademarks, trade names or symbols. Any Internet domain names containing the above that have been registered or reserved by Customer and/or End-User or any Customer affiliates and/or End-users prior to entering into the separate agreement/Commercial offer/ this SCLA shall be transferred to Worldsensing upon request, and to agree to do any acts as may be necessary to effectuate such transfer.

viii) remove any of the intellectual property markings in the CMT Software or its outputs, nor try remove or bypass any of the intellectual property protection mechanisms in the CMT Software or its outputs.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Worldsensing has the ownership of all intellectual property rights linked to (i) the CMT Software; (ii) its Documentation; (iii) any works derived from the CMT Software or its Documentation; and (iv) any other literary works or other works of authorship created by Worldsensing, their personnel, employees, subcontractors, or consultants. In any case, no such rights shall pass to Customer and/or End-Users.

9.2 Subject to timely payment of the applicable license fees the Customer and End-user can use, display, and run the CMT Software.

9.3. The CMT Software contains valuable trade secrets and confidential information of Worldsensing and/or its licensors, and the Customer and End-User shall not, and the Customer shall ensure that affiliates and professional consultants, End-Users, auditors and/or any person to whom Customer have granted access to the CMT Software do not: (i) disclose any part of the CMT Software to any third party, or (ii) allow any third party to use the CMT Software, or (iii) allow any copies of the CMT Software to leave in possession or control.

9.4. The Customer shall promptly notify Worldsensing if becomes aware of (i) any breach of the abovementioned obligations regarding the CMT Software, or (ii) any infringement (whether actual or alleged) of Worldsensing's intellectual property rights in the CMT Software, or (iii) any unauthorized use of the CMT Software by any person and provide reasonable assistance to Worldsensing in connection with any lawsuit or civil/criminal proceeding.

10. OPEN SOURCE

10.1. The CMT Software may contain or be provided with components subject to the terms and conditions of 'open source' software licenses ("Open-Source Software") identified in the Annex I. To the extent required by the license that accompanies the Open-Source software, the terms of such license will apply

in lieu of the terms of this SCLA with respect to such Open-Source Software, including, without limitation, any provisions governing access to source code, modification or reverse engineering.

11. LIABILITY LIMITATION

11.1 NEITHER WORLDSENSING SHALL BE LIABLE FOR LOSS OF REVENUE, LOSS OF PROFIT, LOSS OF PRODUCTION, INTERRUPTION OF BUSINESS, COSTS OF DELAY, LOSS OF USE, LOST OR INACCURATE DATA, FAILURE OF SECURITY MECHANISMS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, EXTRACONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), INDEMNITY, STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. FURTHERMORE, WORLDSENSING SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH APPLICATIONS DEVELOPED BY YOU OR YOUR AFFILIATES OR PROFESSIONAL CONSULTANTS.

11.2 MAXIMUM LIABILITY OF WORLDSENSING PARTNER HEREUNDER THIS SCLA SHALL BE LIMITED TO, AND SHALL NOT EXCEED, AN AMOUNT CORRESPONDING TO THE AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO WORLDSENSING PARTNER DURING THE PRIOR TWELVE (12) MONTHS.

11.3 THIS CLAUSE 11 SHALL SURVIVE THE EXPIRY OR TERMINATION OF THIS SCLA FOR ANY REASON.

11.4 Nothing in this SCLA shall exclude or limit Worldsensing's liability for death or personal injury caused by its actions, for fraudulent misrepresentation, or for any liability arising from Worldsensing's gross negligence or willful conduct, or to the extent such liability cannot legally be excluded or limited.

11.4. Some components of the CMT Software as public cloud computing incorporate and/or rely upon third-party hardware, software, data center and/or related services (collectively, "Third-Party Services"). Worldsensing cannot warrant the performance of Third-Party Services and shall have no liability, under the SLA or otherwise, for any failure arising from or related to Third-Party Services. Some Third-Party Services include licenses or agreements that may benefit Customer or supplement the terms of this SCLA. In this event, Worldsensing shall provide and/or assign such licenses and agreements to Customers. Neither Third Parties nor any of its Affiliates are a party to this Agreement and none of them will have any liability or obligations hereunder.

11.5. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN CLAUSE 12, THE SOFTWARE IS PROVIDED "AS IS". NEITHER WORLDSENSING MAKES ANY OTHER WARRANTIES IN RELATION TO THE SOFTWARE OR THE DOCUMENTATION, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. 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. IN PARTICULAR, WORLDSENSINGS DOES NOT WARRANT THAT THE SOFTWARE WILL: (A) BE SUITABLE FOR THE USE INTENDED BY YOU; (B) OPERATE IN AN UNINTERRUPTED OR ERROR FREE MANNER, OR THAT WORLDSENSING OR ANY THIRD PARTY WILL CORRECT ANY ERRORS OR RESOLVE ANY SUPPORT REQUESTS RELATING TO THE SOFTWARE; (C) INTERACT WITH SOFTWARE PRODUCTS OTHER THAN THOSE SPECIFIED IN THE DOCUMENTATION; OR (D) OPERATE WITH HARDWARE OR HARDWARE CONFIGURATIONS OTHER THAN MEETING THE MINIMUM REQUIREMENTS SET FORTH IN THE DOCUMENTATION.

11.6. Any claim as the result of the extracontractual liability that may result in compensation for the Customer, must be filed within a period not exceeding one (1) year from the date of the reported incident.

12. WARRANTY

12.1. Worldsensing warrants for the period set out in the General Terms and Conditions approved by Worldsensing and commencing upon delivery of the CMT Software to Customer that the CMT Software, as delivered, will in all material respects perform the functions described in the specifications contained in the documentation. If the software does not, in all material respects, perform the functions therein described, Worldsensing will undertake to correct any reported error as soon as possible.

13. DATA

13.1. The Customer acknowledges and agrees that the data generated by the CMT Software and Worldsensing products/services may be used by Worldsensing for product improvement activities, unless otherwise agreed in writing. The Customer grants Worldsensing access to these data for such purposes for the duration of the commercial relationship, provided that authorization is requested in advance.

13.2. Unless otherwise agreed between the Customer and the End-User, the data generated by Worldsensing's products shall be the exclusive property of the End-User.

13.3. Customers will be entitled to preserve the data stored in CMT Edge at no cost if they stop using the SaaS solution. Data stored in the cloud will be deleted six months after the license expiration unless otherwise agreed between the Customer and Worldsensing.

13.4. Worldsensing will comply with portability requests for CMT Software data following the provision of the Spanish law.

14. PERSONAL DATA

14.1. CMT Software warrants and guarantees that, according to Article 25 of the GDPR, it satisfies the principle of privacy by design and processes only the minimum personal data necessary for access permission and network security. The CMT Software processes only general categories of personal data and does not process any special category data or data of minors.

14.2. In compliance with the laws on data protection in Spain, Worldsensing informs the Customer and its End-Users that any personal data collected during the commercial relationship will be treated with absolute confidentiality and will be incorporated into the Worldsensing files.

14.3. The Customer's personal data is processed on the basis of Article 6.1.b) and 6.1.f) of the GDPR, while the End-User's personal data shall be obtained from the Customer. Worldsensing acts as the Data Controller for the Customer's personal data and as the Data Processor for the End-user's personal data.

14.4. Direct marketing activities shall be carried out by Worldsensing based on the consent and/or legitimate interest under Article 6.1.f) of the GDPR, provided that the requirements of Article 21 LSSI have been satisfied and a legitimate interest impact assessment has been performed regarding the similarity of products. Worldsensing guarantees that the Customer can object to receiving direct marketing mail at any time, regardless of their personal situation, under Article 21.2 of the GDPR.

14.5. The Customer may exercise their rights (rights of access, rectification, erasure, restriction, portability, right not to be subject to automated decision-making) at any time by writing to Worldsensing at: c/ Viriat street, h. 47, 10th, 08014 Barcelona, (Spain), noting the reference to the Spanish Organic Law of Data Protection 3/2018 as of 5th of December, or by e-mail to: dpo@worldsensing.com. In case of reasonable doubts regarding the identity of the natural person making the request referred to in Articles 15 to 21 of the GDPR, the Controller may request additional information necessary to confirm the identity of the data subject.

14.6. Any request from an End-user exercising their rights (rights of access, rectification, erasure, restriction, portability, right not to be subject to automated decision-making) shall be addressed to the Customer, and Worldsensing will provide the Customer with the necessary cooperation to respond to the End-user's request, unless otherwise agreed in the Data Processing Agreement between the Customer and Worldsensing.

14.7. Any data processors, software solutions, CRM databases, ERP databases, and other solutions used to bill, store, and process the Customer's personal data and End-user's personal data will comply with the security required by the laws on data protection in Spain, or provide adequate guarantees for international data transfers.

14.8. Worldsensing has adopted organizational, legal, and security measures required by the Spanish Organic Data Protection Law and the GDPR. All the facilities used to store and process the Customer's personal data and End-user's data will comply with reasonable safety standards that are no less protective than the safety standards in facilities where the Customer (or its subcontractor, as relevant) processes and stores its own information of a similar type.

14.9. Credentials from the Customer and/or End-user without any activity for more than 30 (thirty) calendar days can be blocked in the CMT Software.

14.10. In case the Customer's official and/or End-user's officials do not reside in the EEA, the applicable privacy regulations applicable to Worldsensing will be followed otherwise agreed in written form.

15. SUBCONTRACTING, ASSIGNMENT AND THIRD-PARTY RIGHTS

15.1. The Customer shall not be entitled to assign, charge, or transfer the Contract or any part of it without the written consent of Worldsensing.

15.2 Worldsensing may assign, charge, subcontract or transfer this SCLA or any part of it to any person, including its affiliates, without the consent of the Customer.

15.3 Other than Worldsensing´s affiliates a person who is not a party to this SCLA shall not have any right to enforce any term of this SCLA which expressly or by implication confers a benefit on that person without the express prior agreement in writing of Worldsensing and the Customer.

16. CONFIDENTIALITY

16.1 The Customer and Worldsensing are obliged to keep absolute confidentiality regarding the information or documentation that both Parties provide each other, or to which they agree within the scope of the separate contract, unless not doing so is indispensable to the fulfillment of this SCLA. If either Party is required by a judicial or administrative authority to give the other contracting Party's confidential information, it shall first inform the other Party unless otherwise required by law.

17. COMPLIANCE AND RISK PREVENTION

17.1. The Customer and End-User are committed to upholding the principles and values outlined in the Worldsensing Code of Ethics. Additionally, they must declare and ensure compliance with all applicable regulations regarding the use of Worldsensing's products and services.

17.2. The Customer acknowledges that the CMT Software obtained from Worldsensing must be handled by individuals with sufficient knowledge, training, and experience to prevent any unnecessary risks associated with its use, as agreed upon in the separate agreements.

17.3. The Customer declares and guarantees that the CMT Software obtained from Worldsensing will only be used for the purposes allowed by Worldsensing in clause 4 herein, and that it will not be used for any illegal activities.

17.4. The Customer is responsible for regularly checking that the connected devices are functioning properly and that the CMT Software is running without errors to properly interpret the received data.

Malfunctions in the hardware or software may pose risks, and therefore it is the Customer's responsibility to periodically test and verify the correct operation of the CMT Software and connected products.

18. APPLICABLE LAW AND COMPETENT JURISDICTION

18.1 This SCLA shall be governed, interpreted, and executed in accordance with the provisions of Spanish laws.

18.2. The place of service for the provision of the CMT Software shall be deemed Spain under the art. 29.2 of the LSSI.

18.3. Before initiating any legal action, the parties must communicate the claim in writing and allow the other party a minimum period of fifteen (15) days to propose a solution. If possible, the parties will attempt amicable solutions before resorting to litigation.

18.4. Any dispute that may arise between the Parties with respect to this SCLA shall be resolved by the Courts and Tribunals of Barcelona, to the express exclusion of any other jurisdiction, unless otherwise agreed in writing.

18.5 In the event that the separate agreement between the Customer and Worldsensing contains clauses on alternative means of the dispute resolution (arbitration or mediation), the provisions of the separate agreement shall prevail.

Barcelona, 8th day of July 2024 (v.5)

Annex I to the CMT SOFTWARE CLOUD LICENSE AGREEMENT (SCLA) - List of Open-Source

1.1. Worldsensing's software contains the following open-source ("Open-Source Software," "OSS"). Notwithstanding anything to the contrary stated in the SCLA and separate license agreement, installation or use of OSS shall be subject to the following license terms and this OSS Terms and Conditions, which shall prevail over the SCLA. Some of the OSS may, in its accompanying files, specify different versions of the license terms and/or additional terms, which, if any, shall take precedence over the following license terms:

Item	Component	License
1	aiohttp	Apache License 2.0
2	aiohttp[speedups]	Apache License 2.0
3	aio-pika	Apache License 2.0
4	aioredis	MIT License
5	aioredis-cluster	MIT License
6	aioredlock	MIT License
7	Aioresponses	MIT License
8	Aiosmtplib	MIT License
9	Antd	MIT License
10	Apache Camel	Apache 2.0
11	Asyncpg	Apache License 2.0
12	Async-timeout	Apache License 2.0
13	Axios	MIT License
14	black	MIT License
15	cerberus	ISC License
16	click	BSD 3-Clause "New" or "Revised" License
17	CQEngine	Apache 2.0
18	cryptography	Apache 2.0
19	Dayjs	MIT License
20	email-validator	CC0 1.0 Universal
21	Eslint	MIT License
22	fastapi	MIT License
23	Flyway	Apache License 2.0
24	I18next	MIT License
25	Isort	MIT License
26	JaCoCo	Eclipse Public License 2.0
27	Jest	MIT License
28	Jsonschema	MIT License
29	Junit5	Eclipse Public License 2.0
30	Jwt-decode	MIT License
31	Kafka	Apache License 2.0
32	Katex	MIT License
33	Lodash	MIT License
34	Lombok	MIT License
35	Mapbox-gl	Mapbox Web SDK
36	Maven	Apache 2.0
37	mpmath	BSD License
38	mypy	MIT License

39	Nivo	MIT License
40	NodeJS	MIT License
41	Node-red	Apache 2.0
42	PostgreSQL	MIT License
43	Prettier	MIT License
44	Psycopg2-binary	LGPL
45	pycryptodome	BSD 2-Clause
46	pydantic	MIT License
47	Pyjwt	MIT License
48	pytest	MIT License
49	pytest-asyncio	MIT License
50	pytest-cov	MIT License
51	pytest-mock	MIT License
52	pytest-rabbitmq	MIT License
53	RabbitMQ	Mozilla Public License
54	React-dom	MIT License
55	React-i18next	MIT License
56	ReactJS	MIT License
57	React-redux	MIT License
58	Redis	BSD 3-Clause
59	redis	MIT License
60	redlock-py	MIT License
61	Redux	MIT License
62	Redux-logger	MIT License
63	Redux-thunk	MIT License
64	requests	Apache 2.0
65	requests-mock	Apache 2.0
66	Spring Boot	Apache 2.0
67	Sqlalchemy	MIT License
68	Storybook	MIT License
69	Stylelint	MIT License
70	sympy	BSD License
71	Thingsboard	Apache 2.0
72	Typescript	Apache 2.0
73	ujson	BSD License
74	uvicorn	BSD 3-Clause "New" or "Revised" License
75	uvicorn[standard]	BSD 3-Clause "New" or "Revised" License
76	uvloop	MIT License
77	Webpack	MIT License