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

BY USING THE SOFTWARE, YOU CONFIRM THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. DEFINITIONS

(i) "**Access**" refers to the authorization granted for using the CMT Software by creating credentials for the Customer and/or its End-users.

(ii) "**Administrator**" refers to the Customer who is authorized to manage or request End-user access and/or configure network device connection settings. The Administrator is not authorized to update, modify, or manipulate the CMT Software, cloud settings, or associated IT infrastructure under any circumstances without prior authorization. These rights are expressly reserved for Worldsensing. The Administrator is solely responsible for managing its accounts, which includes assigning roles and granting access rights, either by themselves, an assigned account administrator, or by Worldsensing at the Administrator's request.

(iii) "**Connectivity management tool (CMT)**" refers to the CMT Software suite, and integrates elements from the Worldsensing product portfolio, including, among others, Loadsensing nodes, any other equivalent technology, and connected gateways. This software is offered as a Software-as-a-Service (SaaS) 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, subsidiary, and/or entrepreneur that has been validated by Worldsensing in accordance with its compliance policies and has entered into a commercial relationship to resell, refer, or distribute Worldsensing products. Worldsensing reserves the right, at its sole discretion, to withhold validation of the Customer for any of the following reasons (a) non-compliance with its compliance policies and internal protocols, (b) an actual or potential conflict of interest, (c) potential reputational damage, (d) a decision not to distribute products or (e) a decision to cease operations or withdrawn from a specific market or sector.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 exclusively with Worldsensing's authorized hardware and firmware, unless otherwise expressly stated on Worldsensing's official website and/or in the CMT Software technical documentation.

(vi) "**Customer's personal data**" refers to personal data, including but not limited to name, surname, IP address, workplace, job position, corporate email, system logs, and any other specified personal data processed by Worldsensing in accordance with its Privacy policy.

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

(viii) "**Help desk services**" refers to the technical support solution provided to assist Customers in resolving issues related to the use of the CMT Software.

(ix) "**End-user**" refers to the Customer's sublicensee, whether a legal entity or entrepreneur, whose representatives have entered into contractual relations with the Customer to provide technical or monitoring services and who require access granted by the Customer.

(x) "**End-user account**" refers to the account created for the End-user by Worldsensing at the Customer's request. This account grants the End-user full access, allowing them to manage and modify settings for device connections.

(xi) "**End-user personal data**" refers to personal data, including but not limited to name, surname, IP address, workplace, job position, corporate email, system logs, and any other specified personal data processed by Worldsensing in accordance with its Privacy Policy.

(xii) "**Network**" refers to the interconnection of various devices through different communication links.

(xiii) "**Permitted usage**" refers to the authorized use of the CMT Software for the commercial purposes outlined in Clause 4 below. Unless otherwise agreed upon in a separate contract, the CMT Software is intended for use in civil infrastructures only. Use in critical infrastructures, particularly those managed by public organizations, requires express authorization from Worldsensing.

(xiv) "**Software**" refers to the CMT Software licensing model that provides access to the software on a subscription basis. By default, Worldsensing uses the public cloud solutions offered by Google Ireland, with servers located within the EEA zone.

(xv) "**System Administrator**" refers to the proprietor of the CMT Software (Worldsensing and its personnel) who is authorized to manage Customer and End-user accounts, including granting, revoking, or deleting access.

2. SUBJECT

2.1. Worldsensing grants the Customer a limited, non-exclusive, non-transferable license to use the CMT Software in exchange for a fee payable by the Customer to Worldsensing. To the extent permitted by law, orders for the CMT are non-cancellable. The license fee, payment terms and any ancillary obligations not outlined herein shall be governed and determined in accordance with a separate contract and/or Commercial Offer. Usage rights acquired on a subscription basis will automatically renew unless the Customer provides written notice of non-renewal at least fifteen (15) calendar days before the end of the subscription period or as otherwise specified in a separate contract and/or Commercial Offer.

2.2. The default territory for the license is worldwide unless otherwise specified in a separate agreement and/or Commercial Offer. Worldsensing reserves the unilateral right to veto the use of the Software in any specific territory.

2.3. The Customer is entitled to sublicense the CMT Software to its End-users, provided it has informed Worldsensing in advance. The Customer remains solely responsible for ensuring the End-user's compliance with all obligations under this agreement. License transfers are not permitted without prior written approval from Worldsensing.

2.4. The Customer shall be liable for any damages caused by the End-user and shall compensate Worldsensing for all direct and/or reputational damages incurred. In the event of non-compensation, Worldsensing reserves the right to suspend the Customer's account, along with all associated End-users accounts in a cascading manner.

2.5. Worldsensing shall provide helpdesk services and resolve troubleshooting issues related to the CMT Software exclusively to the Customer. Helpdesk services will not be provided directly to the End-user unless expressly agreed upon in a separate agreement and/or Commercial Offer.

2.6. The availability of Worldsensing's helpdesk services shall be specified in the Service Level Agreement (SLA), which is made available to the Customer through a separate document.

2.7. The End-user may substitute the Customer only in the event of: (a) the Customer's bankruptcy or liquidation, (b) the cancellation of contractual relations with the Customer due to gross negligence, provided that no non-competition clause has been agreed upon between Worldsensing and the Customer.

2.8. The descriptions of the CMT Software, including its features and characteristics, shall be detailed on the Worldsensing website and in supporting documentation. Worldsensing will provide the Software to the Customer substantially as described therein and as outlined in this CSLA and/or separate agreement.

2.9. This CSLA applies to Worldsensing's CMT Software offered as a public or private cloud-based SaaS software model. Pure on-premises solutions are subject to a separate agreement.

3. ACCESS, SECURITY AND CONFIDENTIALITY

3.1. Only the System Administrator is authorized to validate Customers within the CMT Software.

3.2. The Administrator is responsible for ensuring the End-users' compliance with permitted usage guidelines and for any actions they perform within the CMT Software.

3.3. If an End-user is no longer authorized to access the CMT Software, the Customer must promptly revoke their permissions without undue delay.

3.4. The Customer is responsible for ensuring that their End-users maintain the security of the system credentials and do not disclose them to third parties.

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

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

3.7. The Customer must notify Worldsensing immediately if a password has been disclosed to third parties or if the Customer suspects improper use of the Software.

3.8. The Customer is solely responsible for ensuring that the End-user adheres to the confidentiality requirements necessary for the use of the Software.

3.9. "Free Versions" means the CMT Software, or any features thereof, made available on an evaluation or trial basis, or as an alpha, beta or other early access offering, for use without a fee. Unless otherwise set forth in a separate agreement, Free Versions shall be used in a non-production environment, for non-commercial purposes, and for Customer's internal evaluation to determine whether to purchase a subscription to the CMT Software. The evaluation term for Free Versions shall be up to 3-months unless otherwise designated by Worldsensing in writing. Free Versions are offered on an optional basis and may be discontinued by Worldsensing at any time for any reason. Free Versions may be inoperable, incomplete, or include features that Worldsensing may never release, and their features and performance information are Worldsensing´s Confidential Information. Notwithstanding any other provision of this agreement: (a) Worldsensing has no obligation to retain any data used with Free Versions; (b) Worldsensing provides Free Versions "as-is" with no warranty, indemnity, service levels, or support; (c) Worldsensing shall not be liable for any claims arising from the use or performance of the Free Versions, and in any event, its total liability shall not exceed EUR 50, and (d) either party may terminate access to a Free Version, for any reason or no reason, immediately upon written notice to the other party. Transitioning from a Free Version to a subscription for the CMT Software requires the signature of a separate license agreement.

4. PERMITTED USAGE AND LIMITATIONS

4.1. The CMT Software is intended solely for monitoring the status of connected devices and visualizing transmitted data. Its performance and responsiveness (e.g., latency) may vary based on the number and type of integrated devices, as well as their specific configurations and interactions. End-users operating in regulated sectors, such as critical infrastructures, public authorities, or their dependent organizations, must obtain prior and express permission by Worldsensing.

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

4.3. Worldsensing will charge the Customer for all costs incurred due to damages paid or claims received from public authorities, dependent organizations, critical infrastructures, or organizations in regulated sectors that have not been expressly authorized.

4.4. Worldsensing warrants that the CMT Software complies with data privacy regulations, including GDPR, and Spanish laws (LOPDGDD and LSSI). Any additional legal and security requirements shall be outlined in separate agreements and evaluated by Worldsensing upon request.

5. CUSTOMER'S OBLIGATIONS

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

5.2. If the System Administrator detects any fraudulent activity related to the devices connected to the CMT Software as reported by the Customer, access will be suspended immediately until the issue is resolved.

5.3. Non-payment of outstanding fees will result in the suspension of the Customer's account and all associated End-user accounts in cascading manner. The Customer account will only be restored once all outstanding invoices are paid in full to Worldsensing.

5.4. Worldsensing reserves the right to suspend access to the CMT Software if the Customer: (a) fails to pay fees that remain overdue for more than sixty (60) calendar days from the invoice receipt date, and/or (b) fails to consistently meet their financial obligations.

5.5. The Customer must comply with this CSLA and/or separate agreement concluded with Worldsensing. Additionally, the Customer must use the CMT Software, and its associated settings in accordance with the technical specifications provided.

5.6. If the Customer connects any devices not validated by Worldsensing and not expressly designated as compatible with the CMT Software, the Customer's account will be suspended.

5.7. If the Customer authorizes End-users to use the CMT Software, the Customer is solely responsible for ensuring that all End-users comply with this CSLA at all times.

5.8. The Customer and the End-user must respect and adhere to the open-source licenses included in the CMT Software at all times.

5.9. The System Administrator is authorized to suspend the Customer's account if the Customer's usage compromises the confidentiality, integrity and availability of the CMT Software, or otherwise disrupts the usage of the Software by other Customers.

5.10. Access to the CMT Software may be suspended, revoked, or deleted under the following circumstances: (a) the existence of a dispute or lawsuit involving the Customer, (b) the non-authorization of the Customer in accordance with Worldsensing's internal policies, (c) failure to make payments or delay in payment, (d) infringement of any contractual obligations or intellectual property rights, (e) any fraudulent activity related to t network security or license fee payments, (f) violation of permitted usage guidelines, (g) a security breach, (h) breach of open-source licenses terms, or (i) violation of any other obligations established under a separate agreement.

6. END-USER'S OBLIGATIONS

6.1. The End-user must comply with the provisions of this CSLA. End-user accounts are dependent on the Customer's account.

6.2. If the Customer's account is suspended, all associated End-user accounts will be also suspended.

6.3. If an End-user requires helpdesk assistance, they must contact the Customer first. By default, the CMT Software Service Level Agreement (SLA) applies to the Customer, not to End-users. The Customer and End-user should establish their own Service Level Agreement.

6.4. The End-user must comply with the permitted usage guidelines, ensure CMT Software compatibility, and must not jeopardize the confidentiality, integrity or availability of the CMT Software, and not disrupt the usage of the Software by other Customers or End-users.

6.5. The End-user must not copy, modify, distribute, or use the CMT Software in any other way other than as permitted under the usage guidelines.

6.6. The End-user is responsible for keeping their credentials (usernames and passwords) secure and must not disclose them to third parties.

6.7. The End-user must respect and adhere to the open-source licenses included in the Software at all times.

6.8. The System Administrator is authorized to suspend an End-user account under following circumstances: (a) at the request of the Administrator, (b) in case of a contractual breach, (c) in case of a security breach, (d) in case of a breach of open-source licenses, (e) if the Customer's account is suspended due to failure or delay in payments, or any breach of the CSLA, and/or a separate agreement with Worldsensing, (f) in case of a breach of any other obligation under a separate agreement.

7. SOFTWARE CHANGES AND EVOLVING TECHNOLOGY

7.1. Worldsensing reserves the right to enhance or refine the Software. However, any such modifications will not materially reduce the core functionality of the CMT Software, except as provided in Section 7.3.

7.2. Worldsensing may perform scheduled maintenance on the infrastructure and software supporting the CMT Software, during which the Customer or End-user may experience service disruptions. Whenever reasonably practicable, Worldsensing will provide advance notice of such maintenance. The Customer and End-user acknowledge that emergency maintenance may occasionally be required without prior notice, during which Worldsensing may temporarily suspend access to the CMT Software and related services.

7.3. Worldsensing may announce the end-of-life (EOL) status of its products, including the CMT Software or any associated components. If the Customer has prepaid for the CMT Software and it reaches EOL before the expiration of the subscription term, Worldsensing will make commercially reasonable efforts to transition the Customer or End-user to a substantially similar solution. If no such solution is available, Worldsensing will issue a credit for any unused portion of the prepaid fee for the EOL product ("EOL Credit"). The EOL Credit will be calculated based on the period from the last date the CMT Software is available to the end of the subscription term. This credit can be applied towards future purchase of Worldsensing products.

8. PROHIBITED USE

The Customer and/or End-users must not:

i) copy, in whole or in part, the CMT Software.

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

iii) assign, transfer (except to End-users, affiliates or professional consultants/and or auditors bound by professional secrecy or confidentiality where permitted), distribute, sell, lease, rent, charge, or otherwise deal with or encumber the CMT Software. The CMT Software must not be made available to any third party except as explicitly permitted herein, nor may it be used to provide software-as-a-service, service bureau, or similar services to third parties.

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

v) enable the use of the CMT Software through duplication, virtualization, or similar technologies in a way that exceeds the number of devices connected and paid by the Customer.

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

vii) use, whether alone or in combination with other marks, or register or attempt to register, directly or indirectly, any trademarks, trade names, logos, or symbols of Worldsensing or any confusingly similar marks, names, or symbols. This prohibition includes registering Internet domain names containing such trademarks, trade names or symbols. Any Internet domain names containing such elements that were registered or reserved by the Customer, End-user or their affiliates prior to entering into this CSLA must be transferred to Worldsensing upon request.

viii) remove or alter any intellectual property markings in the CMT Software or its outputs, nor attempt to remove or bypass any intellectual property protection mechanisms within the CMT Software or its outputs.

9. INTELLECTUAL PROPERTY RIGHTS

9.1. Worldsensing retains the ownership of all intellectual property rights related to: (i) the CMT Software; (ii) its Documentation; (iii) any works derived from the CMT Software or its Documentation; and (iv) any other literary or authored works created by Worldsensing, its personnel, employees, subcontractors, or consultants. Under no circumstances shall such rights pass to Customer and/or End-users.

9.2. Subject to the timely payment of applicable license fees, the Customer and End-users are granted the right to use, display, and run the CMT Software.

9.3. The CMT Software contains valuable trade secrets and confidential information belonging to Worldsensing and/or its licensors. The Customer and End-users as well as any affiliates, professional consultants, auditors, or others granted access by the Customer, must not: (i) disclose any part of the CMT Software to any third party, (ii) allow any third party to use the CMT Software, (iii) permit any copies of the CMT Software to leave their possession or control.

9.4. The Customer must promptly notify Worldsensing upon becoming aware of: (i) any breach of the obligations outlined above concerning the CMT Software, (ii) any actual or alleged infringement of Worldsensing's intellectual property rights in the CMT Software, or (iii) any unauthorized use of the CMT Software by any person. The Customer must also provide reasonable assistance to Worldsensing in connection with any legal or civil/criminal proceedings related to such breaches or infringements.

10. OPEN SOURCE

The CMT Software may include or be provided with components governed the terms and conditions of open-source software licenses ("Open-Source Software") as identified in the Annex I. To the extent required by the license accompanying the Open-Source Software, the terms of such license will supersede the terms of this CSLA with respect to the Open-Source Software. This includes, but is not limited to, provisions related to access to source code, modification, or reverse engineering.

11. LIABILITY LIMITATION

11.1. UNDER NO CIRCUMSTANCES WILL WORLDSENSING 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 THE CUSTOMER, END-USERS OR ANY OF ITS AFFILIATES OR PROFESSIONAL CONSULTANTS. THE CUSTOMER IS SOLELY RESPONSIBLE FOR, AND BEARS ALL RISKS ASSOCIATED WITH THE CONTROL, OPERATION AND USE OF THE SOFTWARE AND ANY COMPATIBLE DEVICE. WORLDSENSING SHALL NOT BE LIABLE FOR DAMAGES UNDER THIS AGREEMENT ARAISING OUT OF A DATA BREACH, CYBER ATTACK, OR OTHER SECURITY BREACH, EXCEPT CAUSED BY WORLDSENSING'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT.

11.2. THE MAXIMUM AGGREGATE LIABILITY OF WORLDSENSING UNDER THIS CSLA IS LIMITED TO, AND SHALL NOT EXCEED, THE FEES RECEIVED BY WORLDSENSING FOR THE APPLICABLE CMT SOFTWARE ATTRIBUTABLE TO THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH LIABILITY.

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

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

11.5. Certain components of the CMT Software, as part of its cloud computing model, incorporate or rely upon third-party hardware, software, data centers and/or related services (collectively, "Third-Party Services"). Worldsensing does not warrant the performance of Third-Party Services and shall not be liable, under the SLA or otherwise, for any failure arising from or related to Third-Party Services. If the Customer or End-user uses the CMT Software with Third-Party Services, such use is at their own risk, and they are responsible for complying with the third-party provider's terms, including its privacy policy. Worldsensing does not offer support or guarantee ongoing integration with products that are not part of the native Worldsensing portfolio, unless expressly stated otherwise. Some Third-Party Services may include licenses or agreements that benefit the Customer or supplement the terms of this CSLA. In such cases, Worldsensing shall provide and/or assign such licenses and agreements to the Customer. However, Third Parties and their affiliates are not parties to this Agreement and shall have no liability or obligations under it.

12. WARRANTY

12.1. During the subscription term, starting from the date of Worldsensing´s invoice, Worldsensing warrants that the Software, as delivered, will perform the functions described in the specifications provided in the documentation. Worldsensing or its authorized reseller will correct any reported error in accordance with the warranty terms, which shall constitute Worldsensing's sole liability and the Customer and End-user´s exclusive remedy for all claims arising from failures or defects in the Software.

12.2. Worldsensing does not warrant that the Software will meet the Customer or End-user's requirements, operate in all possible combinations chosen by the Customer or End-user, function uninterrupted or error-free, or ensure that any security mechanisms implemented by Worldsensing will be free from inherent limitations in the system or features. Worldsensing does not guarantee that all error conditions will be corrected and is not liable for any Software malfunction resulting from a cyber-attack. **EXCEPT AS PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED "AS IS".**

12.3. THE EXPRESS WARRANTIES OUTLINED IN THIS SECTION 12 ARE THE ONLY WARRANTIES PROVIDED BY WORLDSENSING FOR THE SOFTWARE. WORLDSENSING MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR ARISING BY CUSTOM OR TRADE USAGE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, DATA ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. IN PARTICULAR, WORLDSENSINGS DOES NOT WARRANT THAT THE SOFTWARE WILL: (A) BE SUITABLE FOR THE USE INTENDED BY THE CUSTOMER; (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; (D) OPERATE WITH HARDWARE OR HARDWARE CONFIGURATIONS OTHER THAN MEETING THE MINIMUM REQUIREMENTS SET FORTH IN THE DOCUMENTATION; (E) WILL DETECT ANY SPECIFIC PARTICULAR FAILURE, FAULT OR CONDITION OF THE MONITORED DEVICE.

THE USE OF THE RESULTS OR RECOMMENDATIONS GENERATED BY THE SOFTWARE OR ANY COMPATIBLE DEVICE IS AT CUSTOMER OR END-USER´S OWN RISK, AND THEY ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING ALL RESULTS FROM THEIR USE, FOR TAKING ANY ACTION IN RESPONSE TO SUCH RESULTS

OR RECOMMENDATIONS, AND FOR ANY COSTS OF MAINTENANCE OR OTHER COSTS ARISING FROM THE USE OF THE SOFTWARE. WORLDSENSING IS NOT RESPONSIBLE FOR THE OPERATION OR FAILURE OF ABSOLUTE POSITIONING MEASUREMENTS, DUE TO THE AVAILABILITY OR MALFUNCTION OF THE SATELLITE SIGNAL. LICENSEE ACKNOWLEDGE THAT THE SOFTWARE AND NETWORK ACCESS ARE SUBJECT TO TRANSMISSION LIMITATIONS CAUSED BY A VARIETY OF FACTORS SUCH AS ATMOSPHERIC CONDITIONS, TOPOGRAPHICAL OBSTRUCTIONS, LIMITATIONS OR LACK OF COVERAGE OF THE UNDERLYING CARRIER SERVICE, AND OTHER NATURAL OR MANMADE CONDITIONS.

ADDITIONALLY, MOTOR AND IGNITION NOISE, METAL SHIELDING, INTERFERENCE BY USERS OF THE SAME OR ADJACENT RADIO CHANNELS MAY LIMIT OR INTERFERENCE WITH COVERAGE. WORLDSENSING IS NOT LIABLE FOR DELAYS, FAILURES OR PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OF THEIR CONTROL. WORLDSENSING HAVE NO LIABILITY FOR ANY DEVICE AND MAKES NO WARRANTIES REGARDING ANY DEVICE, INCLUDING WITHOUT LIMITATION REGARDING CONTINUED COMPATIBILITY OF THE SOFTWARE WITH ANY DEVICE.

12.4. Any claim arising from 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.

13. DATA

13.1. The Customer acknowledges and agrees that 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 this data for such exclusive purpose during the commercial relationship, provided that authorization is requested in advance.

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

13.3. Customers are entitled to preserve data stored in CMT Edge instances at no cost if they discontinue using the SaaS solution. Data stored in the cloud will be deleted six (6) 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 in accordance with the provision of Spanish law.

14. PERSONAL DATA

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

14.2. In compliance with Spanish data protection laws, Worldsensing informs the Customer and its End-users that all personal data collected during the commercial relationship will be treated with absolute confidentiality and incorporated into the Worldsensing files.

14.3. The Customer's personal data is processed based on Articles 6.1.b) and 6.1.f) of the GDPR, while the End-user's personal data is 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 by Worldsensing are carried out based on the consent and/or legitimate interest under Article 6.1.f) of the GDPR. Such activities comply with the requirements of Article 21 of the LSSI and are supported by legitimate interest impact assessment concerning product similarity. Worldsensing guarantees that the Customer may object to receiving direct marketing communications at any time, regardless of their personal situation, under Article 21.2 of the GDPR.

14.5. The Customer may exercise their rights under data protection law (including the rights of access, rectification, erasure, restriction, portability, or the right not to be subject to automated decision-making) at any time by submitting a written request to Worldsensing at *Viriat 47, 10th, 08014 Barcelona, (Spain)* or via 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 to exercise their rights (including access, rectification, erasure, restriction, portability, or the right not to be subject to automated decision-making) shall be directed to the Customer. Worldsensing will cooperate with the Customer to respond to such requests, 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 or End-user's personal data will comply with the security requirements mandated by Spanish data protection laws, and provide adequate guarantees for international data transfers.

14.8. Worldsensing has implemented the organizational, legal, and security measures required by the Spanish data protection laws and the GDPR.

14.9. Credentials belonging to the Customer and/or End-user that remain inactive for more than thirty (30) calendar days may be blocked within the CMT Software.

14.10. If the Customer's official and/or End-user's officials reside outside the European Economic Area (EEA), Worldsensing will adhere to the GDPR-related privacy regulations unless otherwise agreed in writing.

15. SUBCONTRACTING, ASSIGNMENT, AND THIRD-PARTY RIGHTS

15.1. The Customer shall not assign, charge, or transfer this CSLA or any part of it without the prior written consent of Worldsensing.

15.2. Worldsensing reserves the right to assign, charge, subcontract or transfer this CSLA or any part of it to any person, including its affiliates, without requiring the Customer's consent.

15.3. Except for Worldsensing's affiliates, no person who is not a party to this CSLA shall have any right to enforce any of its terms, whether expressly or by implication, unless expressly agreed to in writing by both Worldsensing and the Customer.

16. CONFIDENTIALITY

The Customer and Worldsensing are obliged to maintain absolute confidentiality regarding any information or documentation exchanged or agreed upon within the scope of the commercial relationship, except where disclosure is indispensable for the fulfillment of this CSLA. If either party is required by a judicial or administrative authority to disclose the other party's confidential information, it must inform the other party beforehand, unless prohibited by law.

17. COMPLIANCE AND RISK PREVENTION

17.1. The Customer and End-user commit to upholding the principles and values outlined in the Worldsensing Code of Ethics, available at www.worldsensing.com/compliance-corporate-responsibility. They must also 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 adequate knowledge, training, and experience to prevent any unnecessary risks associated with its use, as specified in separate agreements.

17.3. The Customer declares and guarantees that the CMT Software will only be used for the purposes authorized by Worldsensing in Clause 4 of this CSLA and will not be used for any illegal activities.

17.4. The Customer is responsible for regularly verifying that the connected devices are functioning correctly and that the CMT Software is running without errors to properly interpret the received data. Hardware or software malfunctions may pose risks, and it is the Customer's responsibility to periodically test and ensure the proper operation of the CMT Software and connected products.

17.5. Unless otherwise specified, any conditions not addressed in this CSLA or separate agreements will be governed by Worldsensing's General Terms and Conditions of Sale.

18. APPLICABLE LAW AND COMPETENT JURISDICTION

18.1 This CSLA shall be governed, interpreted, and enforced 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, in accordance with Article. 29.2 of the LSSI.

18.3. Before initiating any legal action, the parties must communicate the claim in writing and provide the other party a minimum period of fifteen (15) days to propose a solution. Whenever possible, the parties shall attempt to reach an amicable resolution before resorting to litigation.

18.4. Any dispute arising between the parties regarding this CSLA 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. If the separate agreement between the Customer and Worldsensing includes clauses on alternative means of dispute resolution (e.g., arbitration or mediation), the provisions of the separate agreement shall prevail.

Barcelona, February 03, 2025 (v.6)

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

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3	Asyncpg	Apache License 2.0
4	Async-timeout	Apache License 2.0
5	requests	Apache 2.0
6	Typescript	Apache 2.0
7	requests-mock	Apache 2.0
8	Spring Boot	Apache 2.0
9	Apache Camel.	Apache 2.0
10	CQEngine	Apache 2.0
11	Maven	Apache 2.0
12	Kafka	Apache License 2.0
13	Node-red	Apache 2.0
14	cryptography	Apache 2.0 & BSD
15	(Deprecated) flask	BSD License
16	ujson	BSD License
17	pycryptodome	BSD 2-Clause
18	(Deprecated) flask-restful	BSD 3-Clause "New" or "Revised" License
19	uvicorn	BSD 3-Clause "New" or "Revised" License
20	uvicorn[standard]	BSD 3-Clause "New" or "Revised" License
21	click	BSD 3-Clause "New" or "Revised" License
22	Redis	BSD 3-Clause
23	Junit5	Eclipse Public License 2.0
24	JaCoCo	Eclipse Public License 2.0
25	OpenJDK	GNU V2
26	cerberus	ISC License
27	Psycopg2-binary	LGPL
28	Mapbox-gl	Mapbox Web SDK
29	Aiosmtplib	MIT License
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31	fastapi	MIT License
32	(Deprecated) Flask-restful-swagger-2	MIT License
33	(Deprecated) gevent	MIT License
34	(Deprecated) gunicorn	MIT License
35	Jsonschema	MIT License
36	pydantic	MIT License
37	Pyjwt	MIT License
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43	ReactJS	MIT License
44	React-dom	MIT License
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