

## GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE

Version 3.4 (18/03/2024).

The present General Conditions, together with the Special Conditions of Contract and the Service Level Agreement are together a contract (hereinafter Contract) between Consultores Canarios de Informática, S.A. (hereinafter Noray) and you (hereinafter you or Customer). (hereinafter referred to as Noray) and you (hereinafter referred to as you or Customer). The contracting of the service may also contain other notices or agreements incorporated by reference to this Agreement such as the Microsoft Dynamics Nav Software License Terms: [https://msdn.microsoft.com/en-us/library/mt589326\(v=nav.90\).aspx](https://msdn.microsoft.com/en-us/library/mt589326(v=nav.90).aspx) or the Microsoft® General Privacy Terms: <https://privacy.microsoft.com/es-es/privacystatement> .

Customer should read this document carefully. By clicking the "I accept" button or otherwise accepting this Agreement through an order document, Customer agrees to subscribe to the NORAY SaaS Service and agrees to comply with and be bound by these General Terms and Conditions, the Specific Terms and Conditions, the Service Level Agreements and all other terms and conditions of suppliers external to NORAY, but whose contracting and/or installation is necessary for the proper use of the NORAY SaaS License service contracted. The Customer agrees to be bound by all modifications made to these terms and conditions and other documentation that is part of the contract, which are made in order to adapt and update to the characteristics of the new versions of the software. In the event that the Client does not accept each and every one of the terms and conditions of the present contract, he/she will not be able to subscribe to the SaaS service or use it, and therefore, if he/she does not accept them, he/she will not be able to continue with the subscription or install any application or service.

If a user enters into this agreement by subscribing to NORAY's SaaS service on behalf of a legal entity, he/she represents that he/she has the necessary authority and capacity to bind the legal entity to this agreement, exonerating Noray in the event of a dispute with the legal entity for any claim arising from lack of capacity or authorization.

### DEFINITIONS

**"NORAY"** shall be understood as a reference to the entity CONSULTORES CANARIOS DE INFORMÁTICA, S.A., with C.I.F. A38022109.

**"Customer"** means the individual or legal entity to whom the SaaS Service is provided. If an individual enters into this Agreement, which includes all of the Agreements and Terms set forth in the heading, on behalf of a company or other legal entity, such individual represents that he or she has sufficient authority and/or authorization to bind such entity to this Agreement.

**"Particular Conditions of the Service"** document in which the conditions under which the SaaS Services are to be provided by Noray at the Customer's request are individually outlined.

## GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE

"**Contract**" is the set of documents that regulate the contracted Service. It is composed of the following documents: "Special Service Conditions", "General Service Conditions", "Service Level Agreement (SLA)" and Microsoft® Terms and Conditions.

"**Id**" is the user identifier or code.

"**Library**" is a set of functionalities grouped in a library that NORAY distributes together with the Service-related Software releases.

"**License**" represents the rights granted by NORAY to Customer to copy, install, use, display and perform the SaaS Online Service, as well as to access and/or otherwise interact with it, as applicable, for Customer's internal business purposes.

"**User Licenses**" means the licenses purchased by Customer pursuant to its Subscription to the SaaS Services.

"**Warranty Period**" Means the equivalent of the Term stipulated in this Agreement, including any extensions.

"**Term**" means the stipulated duration of this Agreement, including extensions.

"**Service**" means all NORAY's software and SaaS services comprising all those preventive, corrective and evolutive maintenance operations necessary for the proper functioning of NORAY's applications, in accordance with the Particular Terms of Service and Service Level Agreements (SLAs). It also includes any updates, support and content, contained in the service or made available to Customer by NORAY during the use of the service. Initial configuration, training, consulting and support services are also included as services. NORAY may modify the service in order to carry out updates aimed at making improvements, prior notification to the Customer, unless such updates are of an urgent or security nature.

"**SaaS**" Software as a Service. Software as a service accessed through the Internet.

"**SLA**" represents the level of service that NORAY agrees to provide in connection with the SaaS Services. The SLA is available at <http://noray.com/avisos-legales/>.

"**Software**" corresponds to the Noray Software, which NORAY offers to the Customer through its SaaS access modality and related to the provision of the service object of the present General Conditions document.

"**Subscription**" means the request made by the Customer identifying the specific Services requested.

"**Separately Licensed Third Party Technology**" means Third Party Technology licensed under Separate Terms and not pursuant to the terms of this Agreement with NORAY.

## GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE

"**Separate Terms**" means the separate license terms that are specified in the General, Particular or other Service specifications, "read me" files or notice files, and that are applicable to NORAY Separately Licensed Third Party Technology.

"**Users**" means the natural persons authorized by Customer, entitled to use Noray's product through a User License.

### 2. LICENSING

**2.1 General Provisions.** NORAY grants to Customer a Subscription License to use the Services ordered by Customer, subject to Customer's obligation to pay the price stipulated for such Services and limited to any rights or other obligations described in the Agreement. This License is non-exclusive and non-transferable.

The Client will receive a client code (Id.) and a password with Administrator permissions to manage the data of his client account and all the user licenses contracted, such as assigning access rights to users, consulting the log records, etc., which will allow him to access and use the application through the Internet.

The Authorized Users will be able to connect to the software, through the web application and will be able to carry out all the processes and data processing to which they are authorized by the Client.

Authorized User passwords shall not be shared or used by more than one individual User simultaneously, but may on certain occasions be reassigned to new users who replace previous Users for employment or change of duties and who no longer use the Service.

The database provided or generated by the Customer and the subsequent data entered by the Customer or by the Customer's Authorized Users through the application belong exclusively to the Customer. All data will be recorded and stored on a server managed by NORAY, which may be its own or that of a third party, but always within the European Union and which complies with national and European provisions on the protection of personal data.

**2.2 Content of the Service.** NORAY's SaaS Service consists of Internet access to the application contracted by the Client and access by the users, according to the licenses contracted.

In addition to the right to use the product, the initial configuration, consulting and training services detailed in the Particular Conditions of the Service are included, as well as the application support.

NORAY software may contain or require the use of third party software with certain types of licenses. Customer agrees to be responsible for complying with the terms and conditions set forth in this SaaS License Agreement. NORAY's software may include Third Party Technology in which case it will include appropriate legal terms and notices to Customer in the event that it must comply with third party licenses. In no event shall Customer or NORAY obtain ownership and intellectual property rights therein.

## **GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE**

NORAY will be responsible for making daily backup copies of the Customer's data in accordance with the provisions of the applicable data protection regulations. Additionally, and at the Customer's request, the Customer may contract other periodicities and frequencies of copies that will be detailed in the Particular Conditions or upon acceptance of a quotation.

**2.3 Third Party Software.** In some cases, Customer may need to install software provided by NORAY or third parties to use and access the Service or provide access to its users. Customer may request NORAY to make a backup copy of the database, in addition to the backup copies that NORAY makes on its own or third party servers.

**2.4 Intellectual Property.** NORAY is the owner of the rights of exploitation of the Intellectual Property of the Service, for the entire national and international territory and for the entire duration of the rights established in the Consolidated Text of the Intellectual Property Law approved by RD Leg 1/1996 or regulations that replace it. NORAY also owns the pre-existing libraries or libraries developed by NORAY that are integrated in the software product developed for the Customer as well as the moral rights, which shall be the property, non-remunerative, unwaivable and inalienable of NORAY in its capacity as author. In those circumstances where Noray has agreements with third parties through a participation or distribution contract, the assignment of these rights is implicitly and limited in this sense contractually established. You retain full ownership and intellectual property rights over the content of your databases.

**2.5 Authorized Users.** The Service may only be used and accessed by those individuals that Customer designates as authorized, by contracting the corresponding licenses. Additional Authorized Users may only be added to the Service by Users with administrator privileges up to a maximum of the total number of Contracts covered by the remaining User Licenses contracted with NORAY. User Licenses may not be shared or used by more than one individual Authorized User, and may not be reassigned to a new User to replace a currently Authorized User who has terminated employment or whose employment or role has changed in any way and is no longer using the Service. However, Users with administrator privileges may remove an Authorized User from the Service and add a new Authorized User to replace the former Authorized User or as appropriate request NORAY to do so.

**2.6 Limitations on Use.** Customer may not reverse engineer, decompile or disassemble any Service, except as permitted by applicable law notwithstanding this limitation. Customer may not lease, rent, loan, resell or host any SaaS Service to any third party unless Customer has an agency or distribution agreement with NORAY expressly authorizing Customer to do so.

**2.7 Responsibilities.** The Customer is solely responsible for the malicious use that violates or exceeds the limitations of use, either by himself or by authorized users. Also, with regard to communications errors, and/or power outages at the Customer, malfunctioning of the Customer's computers or information processing machines, as well as virus attacks, hacking or any social engineering that the Customer is harmed by the Customer's failure to provide the corresponding security measures. Microsoft® will be responsible for preserving the security and

## GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE

privacy as well as the continuity of the Service. More information: <https://privacy.microsoft.com/es-es/privacystatement>

### **2.8 The Services may contain or require the use of separately licensed third party technologies.**

The SaaS service offered by NORAY may contain software or be subject to third party technology and will be subject to additional terms and conditions available at <http://noray.com/avisos-legales/>. Customer is responsible for complying with the Separate Terms set forth by NORAY governing Customer's use of separately licensed third party technology. NORAY may include certain notices directed to Customer in the General Terms of Service, in the Separate Terms, or posted via link on NORAY's website. The third party owner, author or provider of such separately licensed third party technology retains full ownership and intellectual property rights in such technology.

**2.9 Third Party Content.** The type and scope of Third-Party Content is defined in the General Terms of Service. The third-party owner, author or provider of such third-party content retains full ownership and intellectual property rights in such content, and its rights of use with respect to such third party content are subject to, and shall be governed by, the terms applicable to such content as provided by such third party owner, author or provider.

**2.10 Acceptance of Corrections.** Customer must accept all patches, bug fixes, updates, service packs and maintenance necessary for the proper operation and security of the services as described in the General Terms and Conditions. Except for emergency or security-related maintenance activities, NORAY will coordinate with you to schedule and update the application or SaaS service, where possible, based on NORAY's standard maintenance schedules available.

## **3. ORDERS, PRICES, PAYMENTS, EXTENSIONS AND TAXES**

**3.1 Subscription.** Customer will request by any means provided by NORAY, the services it wishes for which it will contract with NORAY, the necessary user licenses. The number of licenses purchased will determine the maximum number of users that have access to the SaaS service. New licenses must be purchased if the number of users with authorized access to the service is to be increased. If Customer wishes to reduce the total number of users, Customer may do so in accordance with the cancellation fees set forth in Section 4.2. Any services added to a previous subscription will expire at the end of the contracted term of such subscription. All subscriptions shall be subject to a certain term (months or years).

**3.2 Subscription Fees and Invoices.** "Subscription Fee" means the amount Customer is obligated to pay for the Subscription to the Service (SaaS). Customer shall pay the Subscription Fee in advance periods. The amount to be paid and the method of payment of the subscription fees shall be specified in the Service Specific Terms and Conditions document. Payments shall be made in accordance with such Special Conditions. Changes in the price level shall not be applied retroactively. The prices for each price level are set at the time the subscription to the service is first made and apply for the entire term of the service, with a minimum term of one month. Subscription fees may be revised at the beginning of any subscription extension. The Customer

## **GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE**

consents to the transmission by electronic means of invoices for the service to the e-mail account authorized by the Customer.

**3.3 Price Variation.** The price shall be revised automatically at the beginning of each year, based on the general IPC (Index Inflation) published by the Office for National Statistics in January of each year. It shall not apply to contracts of less than 6 months.

Any promotion and/or discount on the price offered to the Customer by NORAY is limited to the specific circumstances for which it was granted and to the duration of the aforementioned promotion and/or discount without generating any consolidation or right in the maintenance of the aforementioned price.

**3.4 Renewal.** Unless otherwise expressly stated in the Particular Conditions, the Service Subscription will be tacitly renewed automatically on the expiration date and for the same duration of the previously contracted term, if the Customer or NORAY does not express its will to terminate the Agreement.

**3.5 Modifications.** In any case, if during the term of the Contract there is a modification of the same, by extending or reducing the contracted Services, such updates shall become part of this Contract.

**3.6 Taxes and Other Expenses.** The rate plans and prices of the SaaS service offered by NORAY do not include taxes, Internet connection charges, telephone or any other charges related to data transmissions, unless otherwise stipulated in the Particular Conditions of the Service. The Customer is responsible for paying such charges and taxes if they are necessary to use the service, and is legally obliged to pay to NORAY, among others, any applicable taxes such as indirect taxes (I.G.I.C., V.A.T.) or any others that will be detailed in the Particular Conditions of the service and in the corresponding invoice.

**3.7 Refunds.** Charges made by NORAY relating to the use of the SaaS Service are non-refundable, unless expressly provided otherwise, or as otherwise provided by law.

**3.8 Delayed Payments.** Except to the extent prohibited by applicable law, NORAY may charge interest for late payment if Customer fails to pay the contracted SaaS service amount on time. Customer shall pay such late payment interest, as well as any bank charges incurred in the manner and at the time NORAY invoices them. NORAY may collect the amounts due through third parties, whereby Customer expressly authorizes the transfer of its personal data to such third parties. Customer shall reimburse NORAY for all expenses incurred in collecting the amounts due, especially bank charges and the fees incurred by lawyers, solicitors, court fees and any other professionals that may be necessary. NORAY may suspend or cancel, by means of a single notice by e-mail as provided in clause 4.1, all contracted Services, if the Customer does not pay, in full and on time, the amount of all agreed subscription fees, leaving the Customer without access to the SaaS Service.

## **GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE**

**3.9 Maintenance and development of functionalities.** All SaaS licensed applications offered in subscription mode by NORAY include mandatory maintenance of the same. If Customer requests NORAY to develop new services or functionalities to be performed in the application contracted by Customer, it will be budgeted and billed separately, and NORAY may reserve the right not to perform the requested operations if it considers that it may interfere with the security and/or proper functioning of NORAY's infrastructure, of the SaaS application or for any other technical reason. The Intellectual Property of the development of new services or functionalities of the application will correspond to NORAY.

The Customer shall cooperate and provide information and access to the data necessary to NORAY for the correct implementation of the new services and functionalities, as well as for the resolution of any incidents that may arise.

### **4. PERIOD OF VALIDITY AND RESOLUTION**

The Contract will come into force once NORAY verifies the payment made by the Customer and notifies the Customer by e-mail.

#### **4.1 Resolution by NORAY.**

If Customer breaches any provision of this Agreement, NORAY may terminate or suspend Customer's use of the SaaS Service or any part thereof at any time. NORAY may also terminate the Agreement if NORAY believes that Customer's use of the Service poses a direct or indirect threat to the operation of its network, to its integrity or to the use of the Service by any other person, or if NORAY is otherwise obligated by law. NORAY, prior to the cancellation or suspension of the Service, will give prior notice to the Customer by e-mail to the account designated by the Customer in the Special Conditions, so that, if necessary, it may proceed to remedy the breach, especially if it is due to non-payment. If the Customer does not comply with its obligations or remedy the non-compliance within the period informed by NORAY, being a maximum of 5 calendar days, the Customer's right to use the Service will be stopped immediately and a reliable communication will be sent to the Customer through the usual communication procedures (e-mail, postal letter, etc.) informing it of the cancellation and definitive termination of the Contract. Cancellation or suspension of the Service due to Customer's breach of the terms of the Agreement shall not change Customer's obligation to pay any Subscription fees due for the applicable term.

**4.2 Cancellation by Customer.** Customer may cancel the Service at the expiration of the contracted subscription period, provided that Customer gives NORAY at least 15 days prior notice. If the cancellation is for a Subscription with a term of one (1) month or less, Customer will pay the full amount of the subscription.

The Customer shall have the right to request the termination of this Agreement, if notified of a price change by NORAY, and does not agree with it, provided that it does so within 15 days prior to each of the extensions.



## **GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE**

**4.3 Other causes for termination of the contract.** The contract shall terminate when, in addition to the legally established causes and those set forth in the different clauses of this contract, any of the following occur:

- a) Mutual Agreement of the parties.
- b) Termination of the initial term of the contract or of the successive extensions, with the notification by either party of its intention not to renew the contract within 15 days prior to the termination of the contract or of each of the extensions.
- c) Termination for breach by any of the parties of the obligations arising from the contract or annexes, and/or to third parties with whom it has entered into a relationship in compliance with the provisions of this contract, for constituting an unlawful or illegal activity, or infringing the legitimate rights of third parties.
- d) Any other cause for early termination established by current legislation.

In the event of termination of the contract, for the aforementioned reasons or any others admitted by law, the parties shall comply with the obligations assumed prior to the termination of the contract with respect to themselves and third parties.

**4.4 Effect of Termination.** In the event of termination or cancellation of the Service by either party for any reason, NORAY may permanently delete Customer's data from its servers. Notwithstanding the foregoing, NORAY will maintain Customer's data for a period of 30 calendar days following the termination of the contracted Service. The Customer shall be solely responsible for taking the necessary measures to make backup copies of its data and to ensure the maintenance of its data. NORAY will provide the technical means necessary for the extraction of the Information, without prejudice to the provision of a quote detailing the costs of the work to be carried out by NORAY, which must be paid before the 30 days at the most that NORAY will store its data on its servers. Once this courtesy period of 30 days has expired, after the resolution or cancellation of the Service Contract, NORAY will be exempt from any responsibility it may have for the Customer's data.

**4.5 Disclaimer of liability for deletion of data.** Customer acknowledges that, except as otherwise expressly provided in the Special Conditions document, NORAY shall have no obligation to continue to maintain Customer's data or to export or return Customer's data after termination of the service. Customer acknowledges that NORAY shall have no liability whatsoever for the deletion of Customer's data under these clauses, maintaining only Customer's data prior to its final and complete deletion for 30 calendar days from the date of termination of the contract.

## **5. INFORMATION PROCESSING**

**5.1 Access to Personal Data.** In order to operate and provide the Services properly, NORAY collects certain personal information about Customer. NORAY uses and protects such



## **GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE**

information as described herein and in NORAY's privacy policy, available at <https://www.noray.com/privacidad-cookies>. In particular, NORAY may obtain access to and disclose information about Customer, including the content of Customer's communications, in order to comply with the law or to comply with lawful subpoenas.

**5.1.1 Access to statistical data.** At some point in time and in order to carry out statistical studies and studies on the usability of the applications, NORAY may collect information that is not considered personal data. The data provided or obtained will be retained for the period necessary for the development of subsequent reports. Such access is not considered as communication of personal data.

**5.2 Personal Data.** In any case, both parties undertake to comply with the provisions of the European Regulation EU 2016/679 on Data Protection, the Organic Law and other applicable national or European regulations. NORAY undertakes not to apply or use the documentation and/or information provided by the Customer for purposes other than those contained in the offer and/or in the Particular Conditions, also undertaking not to assign and/or transmit them to other persons.

**5.3 Confidentiality.** NORAY is obliged to keep secret and maintain the strictest confidentiality of all information, property of the Customer, to which it has or may have access during the provision of the services of installation or maintenance and update of the Software subject of this contract.

**5.4 Data Processing.** NORAY, when performing the work of maintenance of the Service, will be considered in charge of the processing of the Customer's personal data, so that under art. 28 et seq. of the RGPD EU 2016/679, it undertakes to adopt the necessary technical and organizational measures to ensure the security of the information provided by and/or relating to the Customer, avoiding its alteration, loss, processing and/or unauthorized access, ensuring the integrity and security required within the processing centers, premises, equipment, systems and programs. NORAY guarantees that the security measures adopted will at all times be adequate to prevent access by any other person not expressly authorized and to prevent the deterioration, loss or theft of the information for any reason whatsoever.

Specifically, NORAY and all its personnel and collaborators are obliged to:

- Use the personal data being processed, or those collected for inclusion, only for the purpose of providing the services covered by this contract. Under no circumstances may it use the data for its own purposes.
- To process the data in accordance with the instructions of the Client, Data Controller.
- The Customer authorizes NORAY, to subcontract with third parties, in the name and on behalf of the Customer, the services of storage, custody of backup copies of data and security, for the normal and correct provision of the Service, in compliance with the provisions of the RGPD EU 2016/679 and other national or European regulations of application.

## **GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE**

At any time, the Customer may contact NORAY to be informed about the subcontracted entities for the provision of the services indicated and with which there is a data processing contract, including <https://www.microsoft.com/es-es/contact.aspx> or at Paseo del Club Deportivo, 1 Centro Empresarial La Finca - Edificio 1 28223 Pozuelo de Alarcón (Madrid) Telephone: 34913919000 Fax: 34913919001 Microsoft Customer Care Center: +91 754 70 10 (from foreign countries, dial +34 91 754 70 10).

- Keep, in writing, a record of all categories of processing activities carried out on behalf of the Client, containing the minimum information required by the GDPR.
- Not to communicate the data to third parties, except with the express authorization of the Client, in the legally admissible cases.
- Maintain the duty of secrecy with respect to the personal data to which it has had access by virtue of the present assignment, even after the end of the present contract.
- Ensure that the persons authorized to process personal data undertake, expressly and in writing, to respect confidentiality and to comply with the corresponding security measures, of which they must be duly informed.
- Keep at the Client's disposal the documentation evidencing compliance with the obligation set forth in the preceding paragraph.
- Ensure the necessary training in personal data protection for persons authorized to process personal data.
- Notify Customer, without undue delay, of any breaches of security of the personal data in its care of which it becomes aware, together with all relevant information for the documentation and communication of the incident, as provided for in the GDPR for these purposes. Likewise, NORAY, at the Customer's request, will communicate, in the shortest possible time, data security breaches to the data subjects when legally appropriate, in accordance with the requirements set forth in the GDPR.
- Make available to the person in charge all the information necessary to demonstrate compliance with its obligations, as well as for the performance of audits or inspections carried out by the person in charge or another auditor authorized by the person in charge.
- Implement the necessary technical and organizational security measures to ensure the permanent confidentiality, integrity, availability and resilience of the systems and services related to the processing.
- Return to the Client the personal data and, if applicable, the media on which they are stored, once the service has been rendered. The return must involve the total deletion of the data on the computer equipment used by the Data Processor.

## GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE

For its part, the Client undertakes the following:

- Provide NORAY with access to the information or systems necessary to provide the contracted service.
- Comply with the obligations that correspond to it in accordance with the provisions of the applicable regulations on the protection of personal data.

NORAY will use and process the personal data to which it has access by virtue of this Agreement for the purpose of fulfilling it and in accordance with the instructions of the Customer (Data Controller), not applying it for purposes other than those contained in this Agreement, nor will it communicate it, not even for storage to other persons, except in the case of subcontracting services to third parties that are necessary for the performance of this Agreement, with whom the corresponding data processing agreement is signed.

**5.5 Security Measures.** NORAY will use available technological means to protect the Service and to protect the information of its Customers and their users, and may employ filters to detect and stop viruses and spam, or increase security. On some occasions, these means may hinder or interrupt the Customer's use of the Maintenance Service. However, you can also find more information at <https://www.microsoft.com/es-es/security/business>.

**5.6 Legitimation.** The holders of this contract, authorize the parties to incorporate their personal data included in the same along with those obtained while it is in force, to their data processing bases in order to carry out the proper management of this contractual relationship, described in these General Conditions and to communicate the necessary information through written and electronic means available to them for the proper completion of the contractual relationship. The data will be kept as long as the contractual relationship remains in force and for the period necessary to comply with the appropriate tax, labor, fiscal and legal obligations. Under the provisions of the LOPD and the European Regulation EU 2016/679, you can exercise your rights of access, rectification, deletion, portability and opposition, by writing to the address of the parties indicated in this contract or to the usual emails.

**5.6 Communications.** Because the Service is a SaaS Service, NORAY may, from time to time, need to notify Users of the Service of important announcements and warnings related to the operation of the Service. Users may receive from NORAY communications and other non-critical messages related to the Service. In any event, when scheduled shutdowns of the Service are planned by NORAY, Customer will be notified at least 72 hours in advance, specifying the estimated time the Service will not be available for use.

## 6. RIGHTS AND LIMITATIONS OF USE

**6.1 SLA.** NORAY will comply with the applicable Service Level Agreement (SLA) related to the Services, as set forth herein: <http://noray.com/avisos-legales/>.

**6.2 Customer's Use.** When using the SaaS Service, Customer shall be:

## **GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE**

- Responsible for the selection of the SaaS services that constitute the object of this Contract and that they meet its needs, as well as for the installation and use of the platform, if applicable.
- Comply with all applicable legislation.
- Comply with any code of conduct or notice provided by NORAY.
- Keep the access passwords secret.
- Immediately, notify NORAY of any security incident related to the Service or unauthorized access thereto, of which NORAY may become aware.

### **The Customer is not authorized to:**

- Use the Service in a way that harms NORAY or its distributors and/or Partners, any NORAY customer or other Users of the Service.
- participating in, facilitating or promoting illicit or illegal conduct.
- damage, disable, overburden, or impair the Service, misuse the Service, or interfere with the use and enjoyment of the Service by users and/or customers.
- resell or redistribute the Service or any part thereof without the express written permission of NORAY.
- using any part of the Service as a linked destination from unsolicited commercial messages or bulk mailings ("spam")
- use any unauthorized automated service or process to gain access to and/or use the Service.
- use any unauthorized means to modify or redirect the Service, or attempt to modify or redirect, or circumvent any technical limitations of the Service.
- modify, create derivative works, reverse engineer, decompile, disassemble or otherwise attempt to discover any trade secrets contained in the Service, or in other technologies or systems used by NORAY to provide the SaaS Service.
- create Internet "links" to the Service, or replicate or "frame" any content of the Service so that it appears that Customer is offering all of the functionality of the Service as its own service, located on its servers;
- develop a product or service using ideas, features, functions or graphics similar to those of the Service; copy ideas, features, functions or graphics from the Service.

**6.3 Service Limits.** In order to provide quality service to the various users and to prevent abusive behavior, NORAY may establish limits on the Service. For example, it may limit, among other behaviors, the following:

## GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE

The maximum storage space available by contract with Customer on NORAY's or third party servers will be as stated in the Special Conditions of the Service. Excesses of this amount may result in an added cost to Customer in its monthly pay-per-use fee.

The number of transactions that Customer may perform through the Service will not exceed the number of user operations per hour stipulated in the Special Conditions. Once this limit is exceeded, the Service as a whole may be limited by NORAY in a controlled manner, in order to avoid abusive use of NORAY's servers or those of third parties.

Any other abusive use of the service.

**6.4 Use of Other NORAY Services.** Customer may need to use certain NORAY services or websites to access and use the Services. In such case, the Legal Notices and Terms of Use associated with such services or websites, as applicable, shall apply to Customer's use of such services or websites and may be accessed through the website at <http://noray.com/avisos-legales/>.

**6.5 Third Party Services.** NORAY may, from time to time, make available to Customer third-party services for the provision of the service that is the subject matter of this Agreement. Third party services are the responsibility of such third parties, not NORAY. Third party service providers may require Customer to agree to additional terms and conditions and/or pay a fee in order to use their services.

These additional terms and conditions shall be agreed between Customer and such third parties or between NORAY and the third party as the case may be. Any third party use or information provided by Customer as part of Customer's use of the service shall be subject to the privacy practices and statements of such third parties and/or their providers. NORAY encourages Customer to read the privacy statement of such third party service providers. NORAY is not responsible for the privacy practices or privacy statements of such third party providers, or their suppliers.

Sometimes, NORAY for the provision of SaaS Services may use third party software, necessary for the proper use of the services, especially Microsoft ® software, so the Customer must not only accept the General Conditions of Contract of NORAY, but the Terms and Conditions established by the third party and are published on their websites.

NORAY by means of this Agreement, for the provision of the SaaS service informs you that it has outsourced part of the same to several providers, both hosting and applications. NORAY states that in all cases, it has the corresponding contract for data processing and access to data on behalf of third parties provided for in the RGPD EU 2016/679 and other European or Spanish regulations that may be applicable.

Both NORAY and the service or application providers guarantee that for the treatment of the personal data of the Customers, no international data transfers are carried out, remaining in any case, the data hosted in the territory of the European Union.

## GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE

**6.6 Informed Consent for subrogation of services.** As set out in the above clauses, NORAY receives a support and maintenance service from the software manufacturer used in the provision of the service, being necessary that sometimes this manufacturer updates the Customer's environment for diagnosis and troubleshooting, and although the processing of data is not a direct purpose in such work involves access by a third party to the service platform in which the customer can host personal data. By contracting the service and according to article 4, paragraph 11, of the RGPD, the Client expressly authorizes NORAY to mainly subcontract this service, as well as to authorize access by any other of recognized prestige with the guarantees established by means of a service provision contract, who will act before the LOPD 3/2018 and RGPD EU 2016/679 as Sub Processors before NORAY, Processors before the Client and Data Controllers where appropriate before their own responsibilities of regulatory compliance and in matters of personal data protection and digital rights guarantees.

The Customer declares to know and accepts that the Service includes updates based on the policies defined in the Customer's environment, including the configuration and specification of the services contracted by the Customer, with NORAY performing the operation and maintenance of the platform based on the defined policies, at the level of users and default accesses.

The detailed features of Microsoft 365 services, formerly called Office 365, with the description of the detailed functionality, are described at the following location: <https://learn.microsoft.com/es-es/office365/servicedescriptions/office-365-service-descriptions-technet-library>

The services are subject to the rules developed by Microsoft for the use of its resources, as well as the policies and conditions of use related to the Web address: <https://www.microsoft.com/es-es/microsoft-365/business/terms-and-conditions>.

## 7. USER-GENERATED CONTENT

**7.1 Content I.** The Customer and its Authorized Users are fully responsible for all documentation, information or data entered in the SaaS service, and must have the proper authorization and always respecting the rights of third parties, especially when it comes to personal information, avoiding the realization of illicit or illegal conduct.

NORAY shall in no event be responsible for the nature of the data hosted on Customer's application, whether the content is owned by Customer or owned by Customer's customers.

**7.1.1.1 Content II.** The Customer shall allow NORAY access to the statistical data contained therein solely for the purpose of preparing reports related to its activity and for the benefit of the Customer, and NORAY is prohibited from using personal data of third parties, directly or indirectly, without the Customer's authorization.

**7.2 Intellectual Property Rights.** NORAY does not endorse or approve the unauthorized use of content protected by copyright laws and other intellectual property rights. Customer

## **GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE**

understands that sharing content that infringes the intellectual property rights of others is a breach of this Agreement. Customer represents and warrants that the use and publication of the content by Customer and its Authorized Users does not infringe the intellectual and industrial property rights of third parties, exempting NORAY from liability for any breach of Intellectual and Industrial Property regulations.

**7.3 NORAY shall not own any Customer data.** In the SaaS licensing mode, NORAY periodically backs up Customer's data in order to be able to recover it in case of error within the data processing centers it uses to maintain the Service, either its own or outsourced to third parties. NORAY will make every effort to recover the Customer's data in case of need, using its last backup copy or previous backup copies if the latter were erroneous. Customer shall be solely responsible for the accuracy, quality, completeness, legality, reliability, suitability, intellectual and industrial property and usage rights of such data, and NORAY disclaims any such responsibility.

Any financial penalty that NORAY receives as a result of inappropriate use by the Customer of the information managed on the platform will be passed on directly to the Customer.

### **8. ASSOCIATED ACCOUNTS**

Only Customer may use its account to access the Service. However, NORAY may allow Customer to set up Authorized User accounts dependent on Customer's contract. NORAY may limit the number of Authorized User accounts to the number of seat licenses purchased by Customer. Customer shall be responsible for all activity that occurs under Customer's Service account and authorized accounts and passwords. Customer shall be solely responsible for monitoring the use of its Service account, and for any use or misuse of its Service account or the Service arising from the use of Customer-selected or Customer-issued passwords or usernames by Authorized Users. Customer may have an account with administrator permissions. Included in this administrator account is the right to terminate the Service, close or alter the Customer's account at any time and, in some cases, to request and receive information about the use of the equipment and the Service in connection with the Customer's associated account.

### **9. CONFIDENTIALITY**

NORAY and Customer shall treat the terms and conditions of this Agreement with absolute confidentiality and shall not disclose them to third parties, except for the best performance of the business activity existing between the parties and always upon prior notice to the other party.

### **WARRANTIES**

**10.1 Limited Warranty .** NORAY warrants that the Services purchased will substantially conform to the description contained in the Specific Terms of the applicable Service. This warranty is subject to the following limitations:



## GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE

To the extent permitted by applicable law, all implied warranties and conditions shall be effective only during the term of the service.

It does not cover problems caused by accident, abuse or use of the Services in a manner inconsistent with this Agreement, or arising from events beyond NORAY's reasonable control.

It does not cover for incidents occurring in third party systems that are necessary for the proper provision of the service (such as Microsoft®, Arsys, REVO SaaS or any others with which NORAY has signed a contract).

- Does not apply to periods of downtime or other interruptions in access to the Services or any other performance metrics made in an applicable service level agreement (SLA).

It does not cover possible incidents related to the Customer's Internet connection networks.

In any case, if any incident occurs in the Service due to NORAY's negligence that causes serious damage to the Customer, such as the Service being inaccessible for a period of more than 24 hours, NORAY will return to the Customer as compensation for irregular provision of the service the fee corresponding to the monthly payment for the month in which the incident occurs.

**10.2 Notice of Exclusion of Other Warranties.** Other than this limited warranty, NORAY makes no other express or implied warranties. NORAY excludes any implied representations, warranties or conditions, in particular any warranties of merchantability, fitness for a particular purpose, satisfactory quality, title or non-infringement. These warranty disclaimers shall apply unless not permitted by applicable law.

### 11. LIMITATION OF LIABILITY

**11.1 Limitation of Liability.** Except to the extent otherwise provided in this section, NORAY's and NORAY's suppliers' maximum liability to Customer under this Agreement is limited to the amount Customer has paid to NORAY during the month immediately preceding the occurrence. These limitations shall apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, and breach of warranty or otherwise at law.

NORAY will not assume any liability towards the Customer in those cases in which the claims of third parties are directly and demonstrably caused by errors made by the Customer. In any case, NORAY will be able to repeat against the Customer any claim suffered from third parties and which is caused directly and sufficiently demonstrated by Customer's errors.

NORAY excludes any liability for damages of any kind caused by the Customer contrary to the provisions of this Agreement.

**11.2 Determined Damages Exclusion.** To the extent permitted by applicable law, and regardless of the legal basis of the claim, neither party, nor its suppliers, shall be liable for any indirect, consequential, special or incidental damages, or damages for lost profits, business interruption or loss of business information arising in connection with this agreement, even if advised of the

## **GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE**

possibility of such damages or even if it would have been reasonable to foresee the possibility that such damages might occur. However, this exclusion does not apply to the liability of either party for infringement of its obligations of confidentiality or the intellectual and industrial property rights of the other party.

**11.3 Centralization and Hosting of the Service.** Noray's SaaS service is hosted and supported by Microsoft® and the responsible parties are listed in clause 2.7 of these terms and conditions for your information. Similarly, you may refer to the security measures in clause 5.5 of these terms and conditions.

### **12. ADDITIONAL PROVISIONS**

**12.1 Notices to NORAY.** Notices, authorizations and requests in connection with this Agreement shall be sent by e-mail or by postal mail, return receipt requested, to the addresses below. Notices shall be deemed given on the date shown on the return receipt. Termination of the Agreement, termination of a subscription or cancellation of a subscription must be made through NORAY's customer service contact. Notices as well as copies should be sent to: [administracion@noray.com](mailto:administracion@noray.com) or to any of the postal addresses published on the website <http://www.noray.com>.

**12.2 Assignment.** Customer may not assign or transfer this Agreement to any third party unless expressly authorized in writing by NORAY. NORAY may assign this Agreement to its affiliates, if applicable, or to a third party upon notice to Customer. In any event, Customer expressly authorizes NORAY to provide Microsoft with the information contained in this Agreement. If Customer intends to assign the Agreement to a third party, it must have written authorization from NORAY and Microsoft. In any case, Customer is informed that Microsoft user licenses generally cannot be assigned, transferred or resold to third parties, so the transferee must acquire the corresponding licenses from Microsoft, and may not use those of the transferor Customer.

**12.3 Conservation.** If a court declares any provision of this Agreement to be invalid, the remainder of this Agreement shall remain in full force and effect.

**12.4 Applicable Law.** This Agreement shall be governed and construed in accordance with Spanish Law.

**12.5 Dispute resolution.** It is the will of the parties to expressly waive the jurisdiction of the courts and submit to arbitration or mediation any dispute, question or incident that may arise between them in relation to this offer and the provision of the service, which will be carried out by a single arbitrator or mediator appointed by one of the Bar Associations of the Canary Islands, to whose rules they submit. Both parties expressly state their irrevocable commitment to comply with the arbitration award or mediation agreement. The place of celebration will be the Autonomous Community of the Canary Islands.

## **GENERAL TERMS AND CONDITIONS NORAY SaaS SERVICE**

**12.6 Entire Agreement.** These General Conditions, the Special Conditions, the Service Level Agreement (SLA), the offer and the Third Party Legal Terms constitute the entire agreement in relation to its subject matter and supersede any prior or simultaneous communications.

**12.7 Force Majeure.** Neither party shall be liable for any failure to perform due to causes beyond the control of the parties (such as, for example, fires, explosions, electrical blackouts, earthquakes, floods, major storms, strikes, embargoes, labor disputes, acts of civil or military authority, war, terrorism, including computer terrorism, natural phenomena - provided that an official alert for adverse phenomena is declared and/or published in the corresponding official bulletins, acts or omissions of Internet traffic services, acts or omissions of governmental or regulatory bodies, including the approval of regulations or other governmental acts affecting the provision of the Services). However, this clause shall not apply to the Customer's payment obligations set forth in this Agreement.