

## GENERAL CONDITIONS OF CONTRACT NORAY PERPETUAL LICENSE

Version 1.3 (28/05/2024).

The present General Conditions, together with the Particular Contracting Conditions and the Service Level Agreement are as a whole a contract (hereinafter Contract) between Consultores Canarios de Informática, S.A. (hereinafter Noray) and you (hereinafter you or Client). The service contract may contain, in addition, 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)

Customer should read this document carefully. By clicking on the "I accept" button during installation or otherwise accepting this Agreement through an order document, you agree to accept the contract and agree to comply with and be bound by these General Terms and Conditions, the Specific Terms and Conditions and the Service Level Agreements. You also agree to all other terms and conditions of suppliers external to Noray, but whose contracting and/or installation is necessary for the proper use of the contracted Noray Perpetual License. Customer agrees, whenever an upgrade of the Software is installed, to be bound by all modifications to these Terms and Conditions and other documentation forming part of the contract, which are made to these Terms and Conditions for the purpose of adapting and updating to the features of new versions of the Software. In the event that the Customer does not accept each and every one of the terms and conditions of this contract, it will not be able to install the Software and therefore will not acquire the right to use the Software, so that in case of not accepting them, it will not be able to continue with the installation.

If a user enters into this NORAY Software License Agreement 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, releasing NORAY in the event of a dispute with the legal entity from any claim arising from lack of capacity or authorization.

### 1. DEFINITIONS

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

**"BREP"** (Business Ready Enhancement Plan) is the Microsoft Dynamics license renewal program. This program entitles you to: receive updates published by Microsoft for the contracted software; access the Microsoft CustomerSource customer portal where training materials and news are published; and to place orders that modify the configuration of the Microsoft Dynamics license, including the expansion of users or the inclusion of new functionality modules.

**"Customer or Licensee"** means the individual or legal entity authorized to use the NORAY Software. 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

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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 License of Use Services are to be provided by Noray at the Customer's request are individually outlined.

**"Agreement"** 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. Initial configuration, training, consulting and support services are also included in the contract.

**"Maintenance or support contract"** is the contract available to the Customer provided that it has been contracted and includes version updates, technical support and BREP of the corresponding Third Party license (e.g. BREP of the Microsoft Dynamics NAV license). It includes all those preventive, corrective and evolutionary maintenance operations necessary for the proper functioning of NORAY's applications, in accordance with the Particular Conditions of the Service and the Service Level Agreements (SLA), which would include any updates and support. These would be available to the Customer from the Updates environment from the **Appsource** platform, or in the most suitable way for download and installation.

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

**"Library"** means a set of functionalities grouped in a library that NORAY distributes together with the versions of the Software related to the Service.

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

**"User Licenses"** means the licenses for the use of NORAY Software purchased by Customer.

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

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

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

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

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

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"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 non-exclusive Perpetual Use License for the use of the Software specified in the Special Conditions 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.

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

NORAY will provide the installation of the licensed Software to the Customer who will proceed to install it on a computer system that complies with the minimum technical requirements and characteristics specified in the Particular Conditions of the Software.

The database provided at the time of installation or in connection with the recovery or maintenance of the Software, generated by the Customer and the subsequent data entered by the Customer through the use of the application belong exclusively to the Customer.

The installation of the Software will be carried out on a system that is the sole responsibility of the Customer, and NORAY disclaims any responsibility for the same or for any incident or malfunction of the Software. NORAY is also not responsible for the data included by the Customer in the Software or its backup copies.

**2.2 Content of the Service.** The acquisition of the Perpetual Use License of the contracted Software by the Customer includes the services described below:

- Access to the Software provided that the minimum requirements for the use of the Software are met. If, for any reason, it is necessary to extend the minimum requirements due to a change of technology in the Software updates, NORAY will communicate this in a timely manner at least one month in advance so that you can update your system. If you do not upgrade your system in accordance with the minimum specifications, you are advised not to upgrade the Software to the new version, remaining on the latest version available to you. The incorporation of elements necessary to adapt to technological evolution in the client's computer system, such as updating the Operating System, hardware, web browser, etc., is NOT included in this License Agreement.

- In addition to the right to use the Software, the initial configuration, consulting and training services detailed in the Particular Conditions of the Service are included, as well as the support of the application as long as the maintenance contract remains in force, which would be

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available to the Customer from the Updates environment in the Appsource platform, or in the most suitable way for its download and installation.

- If you have a current maintenance contract with NORAY, you will be entitled to receive support and technical assistance according to the contracted plan.

- If the maintenance contract with NORAY is in force, you will receive the application version updates and the support and assistance for its correct installation. In case the Customer has specific modifications or customizations, the support and assistance for the installation may require services not included in the maintenance contract, which will be subject to a separate quote and invoice.

NORAY software may contain or require the use of third party programs under certain types of licenses. Customer agrees to comply with the terms and conditions set forth in this Perpetual Use 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 is required to comply with third party licenses. In no event shall Customer or NORAY obtain ownership and intellectual property rights therein.

The Software shall be installed on Customer's designated computer system and NORAY shall not at any time be deemed to be responsible for backing up Customer's data.

**2.3 Third Party Software.** In some cases, Customer may need to install software provided by NORAY or third parties for the proper use of the contracted Software.

**2.4 Intellectual Property.** NORAY owns the rights of exploitation of the Intellectual Property of the Software, 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 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. You retain full ownership and intellectual property rights over the content of your databases.

NORAY informs you that there may be other owners of part or all of the software provided by NORAY. NORAY provides such software under agreements it has reached with such companies, especially with Microsoft®.

**2.5 Authorized Users.** Only concurrent users contracted by the Customer may use the Software and obtain access to it, so that there may only be a maximum number of simultaneous connections, equal to the number of user licenses contracted by the Customer.

**2.6 Limitations on Use.** The Customer may not reverse engineer, decompile or disassemble all or part of the Software, being expressly prohibited access to the source code of the Software, and may not make any alterations to it.

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It is absolutely forbidden to copy, modify, lease, sell, distribute, in whole or in part the Software, protected by the Intellectual Property rights of NORAY.

**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.

**2.8 Use of the Software may contain or require the use of separately licensed third party technology.** Software licensed by NORAY may contain software or be subject to technology from third parties 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 these Terms and Conditions, in the Separate Terms, or posted via link on NORAY's website.

**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.

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

**3.1 Licenses.** Customer shall apply by any means provided by NORAY for the necessary user licenses. The number of licenses purchased will determine the maximum number of users that may simultaneously use the Licensed Software. New licenses must be purchased if the number of users with authorized access to the service is to be increased. The licenses of use of the Software are granted in perpetuity, not being subject to any period of validity. However, the maintenance contract that the Customer must sign if he/she wishes to have the support and updates of the Software will be subject to a certain period of validity defined in the Particular Conditions.

**3.2 Software Price.** Means the amount that the Customer is obliged to pay for the acquisition of the Software User Licenses. The amount payable and the method of payment, as well as the maintenance contract fees shall be specified in the Special Conditions document. Changes in the price level of the maintenance contract shall not be applied retroactively. The maintenance contract fees may be revised at the beginning of any contract extension. Customer consents to the transmission by electronic means of invoices issued by NORAY to the e-mail account authorized by Customer.

**3.3 Renewal.** Unless otherwise expressly stated in the Particular Conditions, the maintenance contract is mandatory for the first year, and will be tacitly renewed automatically

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at the end of this period, and for annual periods, if the Customer or NORAY does not express its will to terminate the Contract at least 30 days in advance. For tacit renewals of maintenance contracts after the first year, the maintenance contract will be invoiced two months prior to expiration and must be paid at least 10 days prior to expiration.

**3.4 Modifications.** In any case, if during the period of validity of the Contract a modification of the same one takes place, when extending or reducing, the number of Licenses Contracted, these updates will become part of the present Contract. In the extensions of user Licenses, the proportional part of the maintenance contract will be invoiced until the expiration of the current contract. In the event of a reduction in the number of users, such modification shall become effective on the date of the next annual renewal of the contract, and no payments shall be made for reduction of users.

In any case, users or modules may be reduced in order to reduce the annual maintenance contract fees, but if they are subsequently needed, they must be purchased at the price in force at any given time.

**3.5 Taxes and Other Expenses.** The rate plans and prices of the maintenance 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 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 other taxes that will be detailed in the Particular Conditions and in the corresponding invoice.

**3.6 Refunds.** Charges made by NORAY relating to the purchase of the User Licenses and maintenance contract fees are non-refundable, except as otherwise expressly provided herein or in the Special Conditions.

### **3.7 Payment System and Applicable Law**

**3.7.1 Method of Payment.** The payments of the maintenance service contracts are by direct debit, within the first seven days of the current month. In any case, NORAY will not accept other forms of payment other than those specified above, only in specific cases and with the corresponding guarantees may other forms of payment be established on an exceptional basis.

**3.7.2** According to Law 3/2004 (Late Payment Law) which establishes measures against late payment in commercial transactions between companies and between companies and the Administration, the obligatory term of payment to suppliers is 30 calendar days after the date of receipt of the goods. The maximum limits are specified in the aforementioned Law.

**3.7.3** Article 4 of the aforementioned Law thus establishes that the payment term to be met by the debtor shall be 30 calendar days after the date of receipt of the goods or

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provision of the services. This payment term may be extended, if so agreed by both parties by means of a contract, although in no case may it exceed 60 calendar days. In addition, NORAY will send the invoice or equivalent request for payment to its customers within 15 calendar days from the date of actual receipt of the provision of services.

**3.7.4 Late Payments.** 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, and Customer expressly authorizes the transfer of its personal data to such third parties. These interests will be in accordance with the provisions of Law 3/2004 of 28 June; Law 11/2013 of 26 July.

**3.7.5** The Customer shall reimburse NORAY for all expenses incurred in collecting the amounts due, in particular bank charges and the fees incurred by lawyers, solicitors, court fees and any other professionals required.

**3.7.6** NORAY may suspend the maintenance contract if, after four e-mail warnings, the Customer does not pay in a timely manner the amount of all outstanding fees, leaving the Customer without maintenance service and Software update, having the possibility to reactivate the maintenance service by paying a fee for reactivation to be stipulated at that time.

### **3.8 Maintenance.**

The Software with Perpetual License of Use is linked to the obligatory contracting of the maintenance contract during the first year. Once this period is over, it will not be mandatory to keep the annual maintenance contract fee in force, however, it will be essential that the maintenance contract is in force, if the Customer wishes to receive support or periodic updates of the Software or if the Customer wishes to extend the License in number of users or modules.

**3.8.1** The Terms of Payment are subject to the conditions set out in full in **clause 3.7** above of these terms and conditions.

#### **3.8.2 Suspension of Service and Termination of Maintenance Contract.**

- NORAY will block the maintenance services for non-payment after 30 days with reference to the date of issue of the invoice.

- NORAY will proceed to the cancellation of the maintenance contracts after 60 days of non-payment.

\* Both conditions included in the preceding clause **3.7.6**.



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### **3.9 Development of specific functionalities.**

If the Customer has requested specific or customized modifications to the Software, it may not be possible to install the general updates, in which case the Customer must request a quotation that includes the version update and considers its specific features, which will be invoiced separately.

If the Customer requests NORAY to develop new services or functionalities to be performed in the Software contracted by the Customer, it will be budgeted and invoiced 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 correct operation of NORAY's infrastructure, the Software 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 installation of the Software, as well as for the resolution of any incidents that may arise.

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

### **4.1 RESOLUTION.**

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

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 within the 30-day period provided in clause 3.3 and those outlined in clause 3.7 respectively.
- 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) Delay in payment or recurrent non-payment of periodic installments. Provided for in clause 3.7.6.
- e) Any other cause for early termination established by current legislation.



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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.

If Customer breaches any provision of this Agreement, NORAY may terminate or suspend the Software maintenance agreement at any time. NORAY may also terminate the maintenance 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 maintenance contract, 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 breach within the period informed by NORAY, being a maximum of 5 calendar days, the Customer will lose the right to use the Software maintenance contract, being terminated, so it will be from that moment without the option to hire the timely support or update the Software. 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 fees due during the applicable term.

Customer shall have the right to request termination of this Agreement if, upon notification of a price change by NORAY, Customer does not agree to the change, provided that Customer does so within 30 days prior to each such extension.

**4.3 Effect of Termination.** In the event of termination or cancellation of the maintenance contract by either party for any reason, the Customer will not be able to access the maintenance contract but may continue to use the Software.

**4.4. No Liability for Deletion of Data.** Customer acknowledges that Noray shall in no event be liable for any deletion or loss of data. Responsibility for backups is the sole responsibility of Customer.

### **5. INFORMATION PROCESSING**

**5.1 Access to Personal Data.** In order to operate and provide proper installation of the Software correctly, NORAY collects certain personal information about Customer. NORAY uses and protects such 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 appropriate legal process.

**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 not considered as 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.

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**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 installation services or maintenance and updating of the Software subject of this contract.

**5.4 Data Processing.** NORAY, when performing the work of installation and maintenance of the Software, 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 cause.

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 treat the data in accordance with the instructions of the Client, Data Controller.
- 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.

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- Ensure the necessary training in personal data protection for persons authorized to process personal data.
- Notify the 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, in accordance with the provisions of 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.

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 contract 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. In some instances, these means may hinder or disrupt Customer's use of the Maintenance Service.

**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

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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.

### **6. RIGHTS AND LIMITATIONS OF USE**

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

**6.2 Customer's Use of the Software.** In using the NORAY Software, Customer shall -be:

- responsible for the selection of the software that constitutes the object of this Contract and that it meets its needs, as well as for the installation, if applicable.
- comply with all applicable legislation.
- comply with any code of conduct or notice provided by NORAY regarding the Software License.
- do not disclose your access passwords.
- immediately notify NORAY of any security incident related to the Software of which you may become aware.

The Customer is not authorized to:

- use the Software 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 illegal or unlawful conduct such as copying or distributing the Software.
- resell or redistribute the Software or any part thereof without the express written permission of NORAY.
- use any unauthorized automated service or process to gain access to and/or use the Software.
- modify, create derivative works, reverse engineer, decompile, disassemble or otherwise attempt to discover any trade secrets contained in the Software, source code, or other technologies or systems used by NORAY or third party licensors.

**6.3 Use of Other NORAY Services.** Customer may need to use certain NORAY services or access NORAY websites to access and use the Software or updates to the Software. In such case, the Legal Notices and Terms of Use associated with such services or websites, as applicable, will

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apply to Customer's use of such services or websites and will be made available through the website at <http://noray.com/avisos-legales/>.

**6.4 Third Party Services.** NORAY may, from time to time, make available to Customer third-party services for the use of the Software 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 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 Software shall be subject to the privacy practices and statements of such third parties and/or their suppliers. NORAY recommends that Customer 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 may use third party software, necessary for the correct use of the Software, especially Microsoft software, so the Customer must not only accept the General Terms and Conditions of NORAY, but also the Terms and Conditions established by the third party and published on its web pages.

### **7. USER-GENERATED CONTENT**

**7.1 Content I.** Customer and its Authorized Users are fully responsible for all documentation, information or data entered into the NORAY licensed Software, 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.

**7.1.1 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 the personal data of third parties, directly or indirectly, without the Customer's authorization.

NORAY shall in no event be responsible for the nature of the data hosted on the Software or for the use made of it by the Customer.

**7.2 Intellectual Property Rights.** NORAY does not endorse or approve the unauthorized use of content protected by copyright laws and other intellectual and industrial property rights. Customer shall be responsible for the use of any illegal Software. NORAY recommends the use of original licenses, especially those necessary for the use of NORAY Software.

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### **8. CONFIDENTIALITY**

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

### **9. WARRANTIES**

**9.1 Limited Warranty.** NORAY warrants that the Licensed Software will substantially conform to the description contained in the Special Conditions. This warranty is subject to the following limitations:

- 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 Software 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 or any others with which NORAY has signed a contract).
- It does not cover, in any case, the Customer's failure to comply with the minimum requirements for installation or version upgrades.
- It does not cover possible incidents related to the Customer's Internet connection networks necessary for the provision of the support or update service.

**9.2 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.

### **10. LIMITATION OF LIABILITY**

**10.1 Limitation of Liability.** Except to the extent otherwise provided in this section, the maximum liability of NORAY and NORAY's suppliers to Customer under this Agreement is limited to the amount Customer has paid to NORAY for the purchase of the licensed Software and shall not be liable for damages in excess of such amount, excluding maintenance or installation fees. You are also informed that NORAY shall not be liable in any case for failures or damages of any nature caused by third parties, and in any case, its financial liability shall never exceed the cost of the aforementioned software. These limitations shall apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties or any other legal aspect.

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NORAY shall not be liable to the Customer in cases where 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 directly and sufficiently proven to be caused by Customer's errors.

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

The licensed Software is delivered as is, so the Customer may not make claims for alleged specifications or functionality that should meet the Software, not being obliged NORAY by erroneous expectations regarding the functionality of the Software.

Customer assumes any and all damages, losses, costs and claims that may arise from incompatibilities between the Software or its updates and third party software that Customer may have installed on its system.

**10.2 Determined Damages Exclusion.** To the extent permitted by applicable law, and regardless of the legal basis of the claim, NORAY, nor its suppliers, will be liable for any indirect, consequential, special or incidental damages, or damages for loss of profits, business interruption or loss of business information arising in connection with this agreement, even if advised of the 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. ADDITIONAL PROVISIONS**

**11.1 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 requested. Termination of the Maintenance Agreement 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>.

**11.2 Assignment.** Customer may not assign or transfer this Software Agreement or the Maintenance Agreement to any third party unless expressly authorized in writing by NORAY. NORAY may assign this Agreement to its affiliates as the case may be or to a third party upon notice to Customer. In any case, Customer expressly authorizes NORAY to provide Microsoft with the data of this Agreement for the proper management of this Agreement. If Customer intends to assign the contract 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, not being able to use those of the transferor Customer.



## **GENERAL CONDITIONS OF CONTRACT NORAY PERPETUAL LICENSE**

**11.3 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.

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

**11.5 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.

**11.6 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.

**11.7 Force Majeure.** Neither party shall be liable for any failure of performance 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.

Updated May 28, 2024