SOFTWARE LICENCE GENERAL TERMS AND CONDITIONS

DATE: 22/10/2026

1 DEFINITIONS

The terms used herein shall have the meaning as defined below:

"Acceptance" means the consent to contract between the Parties and, in particular, the acceptance of the Offer signed by the Client with the Lantek sale order.

"Authorised Users" shall mean those employees, agents and independent contractors of Client/Manufacturer/Distributor who are authorised by the Client/Manufacturer/Distributor to use the Services.

"Change of Control" shall be construed as a change in (i) the ultimate holder of the Software of more than 50% of the share capital of a company, or (ii) the legal power to direct or have the power to direct the general management of the company.

"Client" means the legal entity obtaining the Licence and/or requiring the Services, depending on the context and the nature of the counterparty, whether they are a Manufacturer, a Distributor or an End Client.

"Client Computer System" means both the hardware (electronic, mechanical or magnetic devices necessary for the operation of the Software), and the applications available to the Client under the Offer.

"Client Data" means the data described in Clause 5 of these GTC, as well as the data entered by the Client and/or Authorised Users to use or facilitate the use of the Services.

"Contract" means the legal relationship existing between the Parties, once the Client has accepted the Offer sent by Lantek in response to the sales order placed by the former, and to which these GTC apply. Any successive Offers, extensions or reductions of Services that may be applicable to the Client are also included in this definition. The GTC form part of the Contract.

"Confidential Information" means any information or communication of a technical, commercial, strategic or other nature (including, but not limited to, intellectual and industrial property rights, know-how patents, trademarks, designs, formulas, processes, processes, designs, plans, research results) provided by either Party in any form (oral, written or in any medium) and at any time whether before or after the signing hereof or obtained by the Parties in the course of contacts and relationships, based on information disclosed by either Party, with the "**Disclosing Party**" being that which shares such confidential information with the "**Receiving Party".**".

"Demos" means demonstrative versions of the Software used for promotional purposes.

"Distributor" means the legal entity that acquires the Licence and subsequently distributes it to the Client.

"End Client" means the ultimate recipient of the Software and/or Services, who cannot be a Manufacturer on whose machines the Software is installed, nor a Distributor who distributes the Software to third parties.

"GTC" means these general terms and conditions, including the Annexes, which shall apply to the Licence and, where applicable, to the Services.

"Implementation Services" means the services described in Annex III, whereby Lantek or a third party designated by Lantek installs/implements the Software on the Client's Computer System.

"Intellectual and Industrial Property Rights" means (i) patents and patent applications throughout the world, including all reissues, divisions, continuations, extensions, renewals and reexaminations of any of the foregoing, whether registered or unregistered; (ii) trade secrets and any other confidential or proprietary or useful information having independent value, and all know-how and technical documentation, in each case whether or not reduced to writing or other tangible form; and (iii) copyrights, whether arising under statutory or common law, registered or unregistered, (including rights of reproduction, distribution, public communication, transformation and making available to the public) for any purpose, by any means or process, whether analog or digital, and for any mode of use, including rights related to or incidental to copyright; (v) moral rights in those jurisdictions where such rights are recognized; (vi) all rights in computer programs (software), source code, executable code, object code, including updates, technical documentation and manuals, databases, algorithms, formulas, processes; (vii) all other proprietary rights; (viii) all other proprietary rights; (viii) all other proprietary rights; (viii) all other proprietary rights; (viii) all other proprietary rights; (viii) all other proprietary rights; and (viii) all other proprietary rights.

"Key" means the mechanism sent by Lantek to the Client, which enables the latter to use the Software either via hardware key or by validating the Licence via Internet.

"Keys" means the Key and the Software Key.

"Maintenance Services" means the services described in Annex I.

"Manufacturer" means the legal entity which is the manufacturer of equipment and which acquires the Software Licence, either to implement the Software on its own equipment or on the equipment of a Client.

"Offer" means any document issued by Lantek in response to a purchase request from the Client, which may be a specific quotation, the confirmation of an Order via e-mail, the sending of the Key or any other document that reflects the consent and acceptance of Lantek. The GTCs apply to such an Offer.

"Party" individually Lantek, and/or the Client, jointly and severally as the **Parties**".

"Price" means the consideration and financial conditions to be paid by the Client to Lantek for the Licence and/or the provision of the Services in accordance with the Quotation and/or invoice issued by Lantek.

"Results" means those new advances that are produced over and above the state of the art and/or Lantek's knowledge as a result of the provision of the Services. By way of example and without limitation, Intellectual and Industrial Property Rights, trade secrets, know-how, information, instructions provided by Lantek to the Client, technical documentation, derivative works, versions, data, designs, among others.

"Sanctions" means any legislation or regulation on economic sanctions, embargoes, locally applicable sanctions, or restrictive measures administered, developed or enforced by any Sanctions Authority.

"Sanctions Authority" means (i) the United States Government; (ii) the European Union; (iii) the United Nations; (iv) the competent local sanctioning authorities where the Software is used.

"Sanctioned Country" means any country or territory that is subject to Sanctions.

"Sanctions List" means any of the designated national lists or designated individuals or entities (or equivalent) of Sanctioning Authorities, including, but not limited to: (i) the "Specially Designated Nationals and Blocked Persons" list issued by OFAC, (ii) the consolidated list of individuals, groups or entities administered by the European External Action Service, (iii) the United Nations Security Council Consolidated Sanctions List, as well as any amendments thereto.

"Sanctioned Person" means any person or entity that: (a) is included in a Sanctions List or, which is subject to Sanctions (including without limitation being owned or controlled, directly or indirectly, by a person included in any Sanctions List, or (b) is under the government of a Sanctioned Country or is a member of the government of a Sanctioned Country; (c) is governed by the laws of, or located in, a country or territory subject to Sanctions.

"Services" are the services of maintenance, training, implementation and SaaS services as well as all the other services provided by Lantek to the Client within the framework of the Contract to which the GCS are applicable.

"**Software"** means the set of computer programmes developed by Lantek that are the object of the Licence.

"Software Key" means the 16-character password sent by Lantek to the Client. This password enables the Client to use the Software.

"Software License" or "**Licence**" means the rights of use of the Software granted by Lantek SMS in favour of the Client, by virtue of which the Client will have the right to use the Software under the terms set out in the GTC, provided that the Price is paid and/or no other cause for termination of the Contract is given.

"Specifications" means the specifications, terms, conditions, characteristics, qualities and other conditions that the Services meet.

"Subsidiary" means any independent company controlled, directly or indirectly, by LANTEK SHEET METAL SOLUTIONS, S.L.U., whether through majority ownership of shares, participation in key decision making or in any other way that enables it to exercise control over such company.

"Subscription Services" or "**SaaS Services**" means the SaaS (Software as a Service) services provided by Lantek to the Client as described in Annex IV during the Subscription Period.

"Technical Documentation" means any preparatory documentation, technical and user manuals for the Software, operation guides, design notes, training materials, programme listings, flow charts, functional specifications, and any other technical information for running and administering the Software.

"Training Services" means the services described in Annex II, whereby the Client's personnel receive training and know-how on the use of the Software.

"User Subscriptions means the subscriptions purchased by the Client under the Offer that entitle Authorised Users to access and use the SaaS Services and the Technical Documentation.

"Warranty Period" means the period during which Lantek will correct the errors that the Client has detected in the Services. In the event that the Warranty Period is different for a particular Service, such period shall be specified by Lantek.

2 SCOPE OF APPLICATION

These general terms and conditions are the only terms and conditions applicable to the License to use the Software that LANTEK SHEET METAL SOLUTIONS, S.L.U. ("**Lantek SMS**"), as sole owner of the Intellectual and Industrial Property Rights in the Software, grants to the Client, and to the Services provided by Lantek SMS or any of its Subsidiaries in each of the territories in which it operates, which can be consulted in Annex VI (together with Lantek SMS, "**Lantek**"). These conditions complement the particular conditions of the different Services regulated in the Annexes, and prevailing, in the event of contradiction, over these conditions.

Likewise, depending on the Services that Lantek provides to the Client, the corresponding specific conditions will be applicable as set out in the Annexes attached hereto. The Subsidiaries act exclusively as local distributors and service providers and do not hold, nor grant, any Intellectual and Industrial Property Rights in the Software. References to "Lantek" in these GTC shall mean Lantek SMS when used in connection with the Licence or the Intellectual and Industrial Property Rights, and the relevant Subsidiary when used in connection with local distribution and the provision of Services.

The Demonstrations will be subject to the present GTC, without prejudice that some clauses are excluded from application for these specific services. It is expressly established that the clauses concerning the price and payment conditions, the Client's obligations related to the subscription, as well as expenses and taxes, shall not apply to the Demonstrations. Both Parties agree that any discrepancy in relation to the application of the GTC in the case of Demonstrations shall be resolved in good faith between the Parties.

The Services that Lantek can provide to the Client are, among others: Annex I. Maintenance Services; Annex II. Training Services; Annex III. Implementation Services; Annex IV. SaaS services.

The GTC shall be attached to any Offer in response to a Client order to purchase and shall apply to the Licence and the Services, as is the case.

Lantek's GTC take precedence over any general or specific terms and conditions that may be contained in the Client's documents (purchase order, e-mails, publications on computer media, etc.), regardless of the time at which they are submitted. Such conditions of the Client shall not be binding on Lantek unless expressly accepted by Lantek.

The Client shall be deemed to have been notified of any deviations and/or modifications to these GTC when Lantek publishes them at the following address: https://www.lantek.com/terms_and_conditions/. In this regard, the Client agrees to access and periodically review the conditions at the aforementioned URL in order to be informed of any changes.

References to words using the singular should include the plural and vice versa, and those using a gender should include both genders. References to persons shall include natural persons, companies, partnerships, corporations, firms or other entities. References to a "third party" are references to any person who is not a Party.

3 SCOPE

Lantek grants the Client a limited non-exclusive, revocable, personal, non-transferable and non-sub-licensable licence (except in the cases provided for in Clause 4 for Manufacturers and Distributors), for the use of the Software.

The granting of the Licence is subject to the full and timely fulfilment of the obligation to pay the tariffs and Price as set out in Clause 7 of these GTC.

4 LIMITS

4.1. Licence: Each Licence shall authorise the use of the Software by one user, in one Client's device, provided that the Software is installed on the Client's Computer System and is enabled for use.

Authorised use of the Software does not include the right to reproduce or transform, make improvements, develop updates or make any adaptation or correction of errors, even if such actions are necessary for the Client's use of the Software, or the right to reverse engineer, decompile or disassemble the Software. The Client may only carry out such actions with the express prior written consent of Lantek.

Therefore, neither Client nor Authorized Users may reproduce, assign, transmit, copy, create derivative works, decompile, disseminate, distribute, export, encumber or mortgage, lease, loan, license or sublicense, modify, publish or sell a License, except as expressly provided by law or by the Contract.

The Client shall not itself or through any third party, implement or make successive versions of the Software except as provided for SaaS Services, and the Client shall be entitled to have the updates and latest version of the Software, with any new developed version of the Software developed, or any third party on its behalf not included within the scope of the Licence. However, in the event that the Client is interested in any of these new versions, they may reach an agreement with Lantek on an extension of the scope of the Licence.

4.2. Manufacturers: Manufacturers of equipment and/or machines who obtain a Licence for implementation on their equipment and/or machines or from their clients, shall be entitled to sub-license the Software only for (i) the sale of the equipment and/or machine to End Clients, (ii) the implementation of the Software on the End Client's equipment and/or machine, or (iii) the provision of Maintenance Services for the Software to End Clients.

When the Manufacturer obtains a Licence for its implementation on equipment and/or machines belonging to End Clients, the relationship between the latter and the Manufacturer shall be regulated by the specific document signed for this purpose between the Client and the Manufacturer, Lantek being exempt from any obligation and Clause 11 shall be expressly applicable.

4.3. Distributors: Distributors of the Software shall have the right to (i) market, promote and distribute the Software licences granted by Lantek SMS to End Clients, (ii) facilitate the deployment of the Software on the End Customer's equipment and/or machine, and (iii) provide Software Maintenance Services to End Customers. For the avoidance of doubt, the Licence to use the Software is granted directly by Lantek SMS to the End Client, and the Distributor does not grant, sublicense or otherwise confer any Intellectual and Industrial Property Rights to End Clients.

4.4. Access to source code: Authorised use of the Software does not give the Client the right to access and use the source code of the Software.

4.5 Access to Executable Code: Authorized use of the Software does not grant to the Client the right to access and use the executable code of the Software.

4.6. Non-exclusivity: the Licence regulated herein is granted on a non-exclusive basis, so that Lantek may exploit the Software, by itself and/or through the granting of licences to third parties, in any way and on a worldwide basis.

5 CLIENT DATA

For the granting of the Licence and the provision of the Services, Lantek will not access the personal data for which the Client is responsible. In the event that the Client has to provide Lantek with any database, the Client undertakes not to include personal data in the same. However, should it be necessary for Lantek to require access to said personal data, the provisions of https://www.lantek.com/uk/legal and Annex VI will apply, with regard to the regulation of the data processor, this being the last section.

Likewise, the Client is informed that Lantek may collect statistical data relating to the use made of the Software and its associated database, and information on the hardware and software installed in its device, in such a way that it may be processed and analysed in an aggregated manner, in order to detect system errors, as well a improve its products and services and to detect errors. Also, it may analyse this data relating to the use of the Software in order to offer you personalised products, services or marketing actions based on your habits.

In order to carry out some of the Services, Lantek may send Client Data to the Cloud platform owned by a third party in accordance with clause 6. In the event that the Client Data contains personal data, the provisions of Annex V of these GTC shall apply.

In the event that the Client fails to comply with the terms and conditions of payment set out in Clause 7 of these GTC of the Licence, Lantek reserves the right to delete said data, with the exception of those that must be kept due to legal obligations as a data processor.

6 EXTERNAL SUPPLIERS

The Client is aware that:

a) The Cloud platform to which your data will be sent may be owned by a third party independent of Lantek,
b) The Services may allow or assist you to access content on third party websites; and
c) It does so in accordance with usage restrictions of which you are informed by accessing the Azure platform via the following link: https://azure.microsoft.com/en-us/support/legal/subscription-agreement/?country=es&language=es.

Lantek makes no representations, warranties or undertakings and shall have no responsibility or liability whatsoever in relation to (i) the content or use of such third party websites, or any transaction or contract made and/or entered into by the Client with the relevant third party. The warranties given by the third party are summarised as performance substantially in accordance with its stated terms and conditions, compliance with the stated level of service and a disclaimer of all warranties in the event of non-compliance with the minimum requirements of the Service (being those in: https://www.lantek.com/uk/hardware-software-requirements . Lantek does not endorse or approve any third-party website or the content of any third-party website that may be accessed through the Services.

For the purposes of Regulation (EU) 2023/2854 (hereinafter, the "Data Regulation"), the Customer shall have the right to access and request the provision of the data generated through the use of the Software. Lantek, acting as Data Controller, shall comply with the access and usage obligations established in Chapter II of the Data Regulation.

The rights, obligations, and modalities of access, use, and provision of data generated by the Software, as well as the conditions for Customer and third-party access to such data, are fully governed by Annex VII (Data Transfer and Use Agreement), which forms an integral part of these General Terms and Conditions. This annex includes details of the data categories, purposes of processing, applied security measures, and the Customer's rights.

7 PRICE AND TERMS OF PAYMENT

The Client shall pay the Price for the Licence and/or the Services by bank transfer at sight to Lantek's bank account as agreed in the relevant Offer, unless otherwise stated.

In the event of non-payment of the Price, the Client shall pay the amount resulting from applying to the Price the legal interest rate or, where applicable, the default interest resulting from the applicable legislation.

In the case of total or partial non-payment of the Price or delay of more than five (5) days from the date on which the payment obligation becomes due, Lantek, after notifying the Client, may, cumulatively or alternatively, as applicable, suspend or terminate the Contract, block the operation of the Software by using (i) a computer blocking device, (ii) license management programs, and/or (iii) the Hardware Key or a License Authorization Key; and may claim from the Client the costs, damages, or losses caused by the non-payment or delay in payment by the Client.

The Price shall not be subject to cancellation, set-off or refund. In addition, in the event of renewal, the price may be increased in accordance with the relevant consumer price index.

8 OBLIGATIONS OF THE CLIENT

Without prejudice to the obligations assumed by the Client in other clauses of these GTC, the Client assumes the following obligations on the date of signing of the Offer during the validity of these GTC and on each date of payment of the Price:

a) You shall cooperate with Lantek in any way necessary to enable Lantek to fulfil its obligations under the Contract. In addition, the Client shall have the Client's Computer System required for the correct operation of the Software, keeping its servers up to date at all times and complying with the Technical Documentation.
b) Authorises Lantek to update and/or modify the requirements of the Client's Computer System during the term of the Contract, being the updated requirements in: https://www.lantek.com/uk/hardware-software-requirements
c) The Price for the Licence and/or the Services must be paid.

d) You shall bear the costs arising from damage or deterioration caused by misuse or negligent use of the Software, in which case, the cost of any technical assistance that may be necessary will be invoiced.
e) No adaptation or creation of versions or derivative works based on the Software may be made.
f) The Client shall refrain from copying, modifying, reproducing, downloading, patenting, selling, assigning, leasing, renting, leasing, exporting, importing or distributing the Software and the corresponding Technical Documentation, acting as an intermediary or supplier, without the prior written consent of Lantek and from accessing all or part of the Services and the Technical Documentation to build a product or service that competes with the Software and/or the Services.
g) The Client shall prevent unauthorised access to or use of the Software and/or the Services, and in the event of any unauthorised access or use, will immediately notify Lantek.
h) Unless expressly authorised in writing by Lantek, the Client shall refrain from integrating other computer programs owned by third parties into the Software and from reverse engineering the Software. Failure to comply with this section shall entitle Lantek to block the Software.
i) The Client may not be a Sanctioned Person, nor make use of the Software in Sanctioned Countries, nor take any action that could cause Lantek to be in breach of Sanctions.
j) The Client shall be responsible for the proper use and operation of the Software, being obliged to keep it, maintain it and guard it diligently.
k) The Client shall exercise due diligence to prevent third parties from accessing or using the Licence.
l) In the event that the provision of the Service requires the movement of Lantek personnel or a third party designated by Lantek to the Client's facilities, the Client shall notify Lantek of any potential health or safety risk that may exist; provide and/or recommend safety procedures to be followed at its facilities; allow authorised access to its facilities to Lantek personnel, and make available to them the hardware or Software, as well as the other elements necessary to proceed with the Service.
m) The Client accepts that in the event that Lantek accesses the status of its machine, provided that it does not manipulate the machine, Lantek shall be exempt from any liability in the event of machine failure.
n) You shall maintain confidentiality in the use of the information disclosed during the term of these GTC and after the termination of these GTC.
o) You shall ensure that only Authorized Users access and use the Software and shall use your best efforts to ensure that such Authorized Users comply with the terms and conditions of the Software as set forth in these GTC. The Client, within the scope provided by the applicable laws, shall be liable for any damages caused by Authorized Users as a result of non-compliance with the terms and conditions of use of the Software in accordance with this Contract.

9 DECLARATIONS

The Client represents and warrants, on the date of signing the Offer, during the term hereof and on each date of payment of the Price, that:

a) It has full power and authority to complete the Services and, with respect to the signatories to the Contract, that at the time of signing the Contract they are sufficiently empowered to enter into the Contract on its behalf;
b) They are not subject to any restrictions or limitations in its constitutional documents that would prevent you from engaging the Service by obtaining all necessary consents (which remain in full force and effect) in connection with the execution and performance of the Contract;
c) They have been expressly informed that these GTC form an inseparable part of the Offer, being thus reflected in the same, accepting the GTC with the signing of the Offer or acceptance via the web;
d) It conducts its activities in accordance with applicable Sanctions, anti-bribery, anti-money laundering and anti-corruption legislation and maintains policies and procedures designed to promote and achieve compliance with such legislation.
e) You expressly declare that the payment of the Price is an essential condition for the Contract and you are aware and accept that Lantek has the right to block the operation of the Software and no claim may be made for any amount from Lantek for the blocking or for any direct or indirect damage or loss generated by the aforementioned blocking. Lantek may maintain the block until such time as the Client settles in full the amounts owed as the Price.
f) Acknowledges that Lantek holds and/or is and shall remain the holder of the Intellectual and Industrial Property Rights over the Software and over those others necessary for the execution of the Contract.
g) You agree that global Service will be provided in English or Spanish. Local technical service will be provided in the language of the office from which it was sold.

10 OTHER LANTEK OBLIGATIONS

Lantek undertakes to:
a) Providing the Services in accordance with these Terms and Conditions.
b) b) Using its own means, materials, equipment, and resources in the provision of the Services.
c) Organizing its business activities according to its own guidelines, assuming the risk and responsibility for the work of its employees, and ensuring that it always has qualified personnel responsible for their work.
d) Being solely responsible for complying with all laws and legal provisions related to Social Security, workplace safety, and health that affect its relations with its employees, and covering the risk of workplace accidents either through Social Security or a mutual insurance association.
e) Ensuring that all means used by Lantek comply with all requirements established for occupational risk prevention and other legal, regulatory, and conventional provisions.
f) Providing the Client with the documentation, information, and technical specifications necessary for the Client's use of the Services.
g) g) Fulfilling the professional obligations arising from the provision of the Services, using due diligence to adequately comply with the provisions of these Terms and Conditions.

11 LIABILITY

Lantek shall be liable for damages suffered by the Client as a result of any breach of contract due directly to wilful misconduct or gross negligence by Lantek, such liability being limited to that set forth in these GTC and to damages that cannot be excluded by law within the scope permitted by applicable law.
In no event shall Lantek be liable for indirect, consequential damages, loss of profits, revenue, business, loss of data on the Client's Computer System or any other indirect or consequential loss or damage of any nature whatsoever suffered by the Client.

For the appropriate purposes, it is expressly stated for the record that (i) Lantek does not make copies or "*back-up*" of the Software or of the documents, files or data of the Client's Computer System; and (ii) the Client will be exclusively responsible for making and/or maintaining said back-up copy, exempting Lantek from all liability for the possible irreversible loss of said information, even when said losses are the result of an error or malfunction of the Software.

For all other damages, to the extent permitted by applicable law, Lantek's total liability for damages (both contractual and non-contractual) shall be limited to the equivalent price of one year's Services.

Notwithstanding the foregoing, given that payment of the Price is an essential condition of these GTC, Lantek will not assume any liability for any damages or losses that the Client may suffer in the event of the Software being blocked.

Likewise, Lantek shall not be liable in the event that the Software does not comply with Technical Specifications other than those provided for in the

Technical Documentation. In this sense, Lantek only guarantees compliance with said Technical Documentation, and not that the Software is useful or valid for the use that the Client intends to make of it.

Lantek does not guarantee that use by the Client will be uninterrupted or error-free and/or that the Technical Documentation will meet the Client's requirements.

Furthermore, Lantek is not liable for delays, delivery failures or any other loss or damage arising from the transfer of data via communications networks and facilities, including the Internet. The Client acknowledges that the Software and/or Technical Documentation may be subject to limitations, delays and other problems inherent in the use of these communications facilities.

The Client undertakes to hold Lantek harmless and indemnify it against any claim, demand, complaint, indemnity, expense or compensation of any nature (including, without limitation, the costs of litigation, preparation thereof, including lawyers' and solicitors' fees) which it may have to face as a result of a third party claim. The obligation to indemnify and compensate shall expressly apply in cases where the Manufacturer obtains a Software Licence for implementation on equipment and/or machines owned by Clients.

12 WARRANTY

Lantek will not offer any warranty other than that regulated in this clause except for those warranties that are expressly required on an imperative basis by applicable law.

Lantek must make the modifications, corrections and adjustments to the Software that are necessary to resolve the errors detected by the Client, within a period of ninety (90) days of the date on whichever occurs first: (i) the date on which the Client downloaded the Software, (ii) the date on which Lantek sent the Client the Key, or (iii) the date of the invoice for the Software ("**Warranty Period**").

The Client must immediately notify Lantek, in writing and in as much detail as possible, of all operational errors of the Software that occur during the Warranty Period. If the Client does not notify the existence of anomalies during the aforementioned period in an irrefutable manner, it shall be deemed to be in agreement in all respects, waiving, thereafter, any claim.

The warranty granted herein shall lapse and shall not apply if:

a) The Client is in Demo period.
b) Non-Lantek personnel carry out modifications or repairs to the Software without prior, express and written authorisation from Lantek.
c) The error in the Software is the cause of a violation of Intellectual Property Rights or any other rights, as a result of any modification introduced by the Client without the express prior consent of Lantek;
d) The Client does not use the Software in accordance with the Technical Documentation or instructions given by Lantek;
e) The Software is used by a third party who is not an employee of the Client;
f) The Client uses or attempts to use the Software on a computer operating environment other than the Client Computer System detailed in https://www.lantek.com/uk/hardware-software-requirements ; or,
g) the failure of the Software is due to misuse or negligent use by the Client or any other person not related to the Parties.

(*) Application of the Australian Consumer Law.
In relation to the provision of Services in Australia, and to the extent that the Australian Consumer Law applies, the following will apply:
"Our services come with warranties that cannot be excluded under Australian Consumer Law. In the event of a major failure of the service, you have the right to:
• terminate your service contract with us; and
• receive a refund for the unused portion, or compensation for the reduced value.
You are also entitled to compensation for any other reasonably foreseeable loss or damage.
f) If the failure does not constitute a major failure, you have the right to have the service issues rectified within a reasonable time, and if not resolved, to terminate your contract and obtain a refund for the unused portion."

13 FORCE MAJEURE

Neither Party shall be liable for any delay or failure to perform any obligation resulting from circumstances or causes of force majeure, being any event beyond its reasonable control, unforeseeable, uncontrollable, undesirable and recognised as such by case law including, without limitation, fire or other accidents, natural disasters, epidemics, strikes or labour disputes, war or other acts of violence, or any law, order or requirement by any governmental agency or authority.

When a force majeure event occurs, the affected Party shall take the necessary measures to mitigate its effects and shall inform the other Party describing the factors it faces, the effects and the initial actions taken.
Once the actions to be taken have been agreed and if the situation of force majeure lasts for more than twenty (20) days from the date it was reported, Lantek may terminate the Contract in whole or in part, with the Client being obliged to pay the Price for the Licence and/or the Services effectively provided up to the date of termination.

14 INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

Lantek SMS will at all times retain ownership of the Intellectual and Industrial Property Rights of the Software and/or the Services within the scope of the Contract.

The Client acknowledges that, by virtue of the Contract, it does not acquire any Intellectual and Industrial Property Rights or any other rights in the Software, apart from the right of use which constitutes the scope of the Licence.

Likewise, the ownership of the Results and all the exploitation rights over them shall pertain to Lantek.

On the other hand, by using the Software, you grant Lantek a non-exclusive license, for the maximum period permitted by applicable law and worldwide, the rights of reproduction, distribution, public communication (including making available) and transformation of such content, by any means and in any form, in order to provide the service to customers and, where appropriate, to disseminate the projects, initiatives or activities of Lantek. The Client will hold Lantek harmless against any claim by third parties against Lantek for potential infringement of intellectual property rights arising from the non-exclusive license granted to Lantek in this section.

15 HARDWARE/SOFTWARE KEY

For all appropriate purposes, the use of the data retrieval and import functions of the Software is protected by a hardware device called a Key and a 16-character Software Key. The Keys allow only one copy of the Software to retrieve or import data at a time, the use of the Software is limited to a single device, and you may not install the Software on more than one device.

Taking any action with the aim of (i) acquiring data on more than one computer at the same time or otherwise preventing the purpose of the Keys constitutes an infringement of Lantek's Intellectual and Industrial Property Rights and constitutes a breach of the Contract, which is associated with the termination of the contract with immediate effect with no right to compensation by the Client.

It is further stated that the Keys together with the Software have the same value as the Licence, so that in case of loss or theft of the Key it will not be replaced by another one without prior payment of the Licence Price.

16 CONFIDENTIALITY

The Parties agree to keep confidential and not to disclose to any third party without the prior written consent of the other Party, any Confidential

Information accessed or generated in the course of and pursuant to the Licence and/or the Services, unless:

a) Is in the public domain at the time of disclosure, (i) as a result of information transmitted in good faith by a third party entitled to disclose it, or (ii) for any reason other than a breach of the GTC.
b) Is lawfully within the knowledge of the Receiving Party and can be shown to have been known to the Receiving Party prior to its transmission.
c) Becomes known to the other Party as a result of the transmission of such information by a third party not party to this Contract, with sufficient legitimacy for its free transmission and without being subject to possible limitations arising from confidentiality agreements.
d) Is disclosed pursuant to a court order or other legal or governmental action, or to a request from a judicial or administrative authority legally entitled to compel disclosure, but only to the extent required.
e) The disclosure is approved by written agreement of the other Party.

The Receiving Party shall ensure the restricted circulation of the Confidential Information and shall be responsible for ensuring that this obligation is complied with by all persons having access to the Confidential Information.

The material and Confidential Information provided may only be used for the duration of the Licence and/or during the provision of the Services. At the end of their duration, the Receiving Party shall return to the Providing Party the Confidential Information provided to it by the latter, provided that it is technically and legally possible to do so.

Nevertheless, Lantek may, for the purpose of internal statistical analysis, as well as to improve the functionalities of the Services and to guarantee an adequate service, use and transmit, in an aggregated and/or anonymised manner, the information that Clients enter or save in the Software, without this implying a breach of this clause.

The obligation of confidentiality contained herein shall survive termination of the Licence and/or the provision of the Services.

17 ASSIGNMENT AND SUB-CONTRACTING

The Client may not assign the rights and obligations arising from the Contract with Lantek without the prior written consent of Lantek.

Lantek may cede to third parties or subcontract with third parties any Services that are necessary for the fulfilment of the obligations assumed with regard to the Client.

18 ENTRY INTO EFFECT AND DURATION

These GTC shall come into effect upon their acceptance through the signing of the Offer or, where applicable, via web acceptance or acceptance within the Software, and shall remain in force for as long as the Contract remains in effect.

The duration of the contract under the “on premise” model shall be annual or as specified in the Offer, as the case may be. In "cloud" mode, the term of the contract shall be linked to the permanence of the Services for as long as the subscription remains active according to the duration and mode contracted.

Renewals shall be automatic in the absence of at least thirty (30) calendar days' notice of termination by either party.

19 RESOLUTION

In addition to the legal causes, the contractual relationship between the Parties shall be terminated for the following reasons:

a) In the event of non-payment of the Price.
b) In case of force majeure if the force majeure situation lasts more than twenty (20) days from the time it was reported. For breach by the Client of any of the obligations assumed under the Contract.
c) For the Change of Control in the Client.
d) Unilaterally by either parties with sixty (60) days' notice.

Clauses 11 (Liability), 14 (Intellectual and Industrial Property Rights, and 16 (Confidentiality) shall remain in effect.

The effects of the resolution are:

a) The Client shall be obliged to pay Lantek the Price, as well as all expenses incurred by Lantek deriving from the Licence and/or provision of the Services.
b) In the event that the relationship between the Parties terminates for any reason, all rights and obligations hereunder shall cease and remain cancelled. In particular, the Client shall immediately cease to use the Software, and Lantek shall be entitled to delete all data relating to the Client stored on its servers, except those that must survive the termination of the contract, either by their nature or because the Contract expressly establishes it.

Within a period of ten (10) days from the date of termination of the contractual relationship between the Parties, for whatever reason, the Client must ensure the return to Lantek of all copies of the Software in its possession at that time, as well as all Technical Documentation to which it has had access.

The Client must provide reliable certification that it has returned all material relating to the Software that was in its possession on the date of termination of the contractual relationship between the Parties.

20 PROTECTION OF PERSONAL DATA

In compliance with the provisions of current legislation on data protection, the Client is informed that the personal data processed under these GTC and those provided, where appropriate, for contact between the Parties, will be processed by Lantek, as the data controller, in order to allow the development, compliance and control of the provision of the contracted and agreed service, The data will be kept for as long as the relationship subsists and even after, until the eventual responsibilities derived from it expire. The personal data of the interested parties may be communicated to the competent Public Administrations and Bodies, for the purposes of complying with their legal obligations, in accordance with the regulations in force, as well as, when necessary, to third parties involved in the management of the activities carried out. Interested parties may request access to personal data, its rectification, deletion, portability and limitation of its processing, as well as oppose to it, at the address of the data controller and/or file a complaint with the Spanish Data Protection Agency. This information should be transferred to any person involved in the provision of services object of collaboration with Lantek, which involves the processing of your personal data.

Data subjects may contact Lantek's data protection officer at dpo@lantek.es.

In the event that the provision of services offered by Lantek requires the processing of personal data on behalf of the Client, Lantek shall act as data processor and the provisions of Annex V of these GTC shall apply.

You will find more information regarding the data protection and data treatment in the following website: https://www.lantek.com/uk/legal

21 PARTIAL NULLITY

The nullity of any of the clauses included in these GTC shall not prejudice the effectiveness and validity of the rest of the clauses, unless the annulled clause is indispensable according to the spirit of the GTC.

To this end, the Parties undertake to agree on a new clause that replaces and is as close in scope as possible to the cancelled clause.

22 NOTIFICATIONS

Any notice to be given between the Parties shall be in writing and shall be delivered personally or in any other manner certifying receipt by the notified Party.

Any change of address by one Party shall be notified to the other Party immediately and by a means that ensures receipt of the message.

23 RENUNCIATION

The waiver by either Party, one or more times, to enforce any of the terms or conditions of these GTC, or to exercise any of the rights or privileges granted by these GTC, shall not be construed as a general waiver of such terms, conditions, rights or privileges, which shall continue in full force and effect as if such waiver had not occurred.

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24 COSTS AND TAXES

All expenses and taxes that arise as a consequence of the formalisation, fulfilment or termination of the contractual relationship between the Parties, the application of the GTC and the obligations that derive from it will be the responsibility of the Parties according to the applicable legislation.

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25 APPLICABLE LAW

The Parties agree that the validity, interpretation, and compliance of these Terms and Conditions will be governed by Spanish law, unless the law in effect in the territory where the Services are performed is directly applicable and expressly prevents this determination by agreement between the parties.

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26 JURISDICTION

Provided that the applicable regulations allow the parties to submit to a specific jurisdiction, in the event of any type of discrepancy or difference between the Parties in relation to the existence or content of these GTC, the Parties expressly renounce any other jurisdiction that may correspond to them and submit themselves to the Courts and Tribunals of Vitoria-Gasteiz (Araba-Álava).

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27 SIGNATURE

By signing the present document, the Client acknowledges and accepts the contents included in the present document, the annexes, and the following General Conditions: https://www.lantek.com/terms_and_conditions/, which form an inseparable part of the same, with respect to the services that are the object of the contract.

The Parties agree that the present may be signed by handwriting and electronically, using, in the latter case, a valid electronic signature simple, by OTP, or biometric. In accordance with the provisions of the applicable regulations, in the event that they sign electronically, the Parties recognize the full validity of the GTC signed using these electronic signature systems, equating their validity to those signed by handwritten signature.

In the case of using electronic signature and to ensure proper management of the electronic signature process, Lantek will use the signature platform provided by Lantek where the Client who uses these means of signature expressly authorizes Lantek to provide the trust service provider with the declared e-mail address and cell phone number, for the sole purpose of enabling the generation and sending of the identified keys necessary for the execution of the electronic signature, as well as for sending the documentation subject to signature and / or linked to the contractual relationship.

The Parties acknowledge that the original and applicable GTCs at all times are those signed electronically, which they will receive in their email provided during the signing process.

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ANNEX I - MAINTENANCE SERVICES

1. SCOPE OF APPLICATION

These GTC apply to the Software Maintenance Services and the Offer must specify the particularities corresponding to each Client..

The Maintenance Services include:

1. Technical support through the incident management system indicated by Lantek to the Client. The Client may create support tickets to notify any error or incident in the Software during the working hours of the office from which the service has been contracted, unless otherwise agreed in the Offer.
2. The upgrade of the Software on a computer to the latest available version, thus ensuring access to the relevant improvements and corrections, not including the configuration and customisation that the upgrade may entail, the latter being invoiced separately as agreed. These corrections are only available on the latest version.
3. Installations of the Software on a Client's equipment.

The following services are not included into the Maintenance scope:

a) Services made necessary by accident, negligence not attributable to Lantek, improper use, power failure or, in general, by any other cause beyond the scope of the use of the Software in accordance with the relevant technical documentation.
b) The services that are necessary when the cause of the breakdown lies in equipment not covered by these GTC.
c) Supplies of consumables and accessories.
d) Services for the customisation of lists, boxes, windows, triggers and databases
e) Services for database adjustments resulting from software misuse.
f) Software update services if minimum requirements are not met, being those, among other in: https://www.lantek.com/uk/hardware-software-requirements .
g) The Maintenance Service will only cover incidents related to Software versions that are up to date (or two versions prior to this one) unless otherwise stated in the relevant Offer. In the event that the Software is not in its latest version or the two previous versions, no support or maintenance coverage will be provided.
h) Services for importing data through processes.
i) Services involving the migration of databases or reinstallations on new equipment or servers.
j) Any other service that the Client requires from Lantek as a consequence of: Theft, robbery or theft of the licence or its physical key.
k) Loss of the licence or its physical key.

l) Clients who are in the Demo period shall not be entitled to Maintenance Services until the purchase of the product. In the event that support is required during this period, the corresponding costs for such services shall be paid separately.
m) Maintenance does not include modifications to the Software that involve the development of new functionalities.

2. WARRANTY

In addition to the provisions of Clause 12 of the GTC, as far as the Maintenance Service is concerned, the warranty shall commence from the date on which the Client accepts the proper installation of the Software as described in APPENDIX III (‘Implementation Services’). The following services are not included in the Maintenance Warranty:

a) Travel and subsistence expenses for staff travelling to the Client's premises.
b) The maintenance or extension of services or the correction of faults or repairs due to misuse or negligence on the part of the Client, including as misuse the use of the Results for purposes or under conditions not foreseen in their original conception.
c) The costs of components incorporated into the results from non-Lantek suppliers whose warranty conditions and terms have expired.

3. OTHER

In addition to what is established in clause 7 of the present (Price and Payment Conditions) the Price for Maintenance Services is calculated according to the number of Licences and applications that the Customer has contracted with Lantek at the time of subscription or renewal of the contract. In the event that the number of Licences increases during the term of the contract or on the renewal date, the Price may be modified proportionally.
Likewise, in the event of a product update with customisations, Lantek may issue a new offer, with these services being invoiced separately.

ANNEX II - TRAINING SERVICES

1. SCOPE OF APPLICATION

The particular conditions set forth herein are applicable to the Training Services**,** whereby Lantek provides training to the Client's personnel on the use of the Software. The scope of the Training Services, as well as their mode of delivery, will depend on the package of Training Services contracted by the Client.

2. MODALITIES

The Training Service may be carried out in person or remotely.

3. LIABILITY

Without prejudice to the liability regime provided for in Clause 11. Liability, the Training Services provided for in this Annex II shall be subject to the liability regime regulated in this clause.

The Client undertakes to comply at all times with the Specifications and Technical Documentation provided by Lantek. Likewise, the Client is obliged to comply with any guidelines provided by Lantek during the training sessions, regardless of whether they are given orally or in writing.

Lantek shall be liable for the damages suffered by the Client as a result of any breach of contract due directly to wilful misconduct or gross negligence on the part of Lantek, limiting such liability to that set forth in the GTC and to damages that cannot be excluded or limited by law.

4. PRICE

The Client shall pay the Price of the Training Services set forth in the Offer, as well as the travel and subsistence expenses of the personnel who go to the Client's premises and facilities. The final price may differ from the initial price quoted due to the final dedication of the Lantek technicians. Lantek will inform the Client and proceed to invoice the hours finally invested.

ANNEX III - IMPLEMENTATION SERVICES

1. SCOPE OF APPLICATION

The conditions set forth herein apply to Software Implementation Services performed (i) directly by Lantek, or (ii) by an authorised installer/distributor. In the event that the authorised installer/distributor performs the Software Implementation work, it must be properly certified by this one.

When so provided in the Offer, the Implementation Services regulated herein shall be accompanied by the work of adapting the Software to the specific characteristics of the Client's Computer System, as well as any other issues, in accordance with the technical characteristics and within the term established in the Offer.

2. PRICE, VALUATION AND PAYMENT

The Client shall pay the Price for the Implementation Services provided for in the Offer, in accordance with the terms set out in Clause 7 of the GTC.

The Client shall confirm the correct installation of the purchased Software by signing the corresponding certificate of approval. In the event that, for any reason, the Client does not formalise receipt of the Software, if 7 days from the Implementation Date elapse without notification of any failure or error, the Software shall be deemed to have been duly received. Either date shall be the 'Implementation Date'.

In the event of default by the Client of any payment obligation under this agreement: Lantek shall be entitled to stop or interrupt the work related to the implementation of the Software until full payment is made of the amounts due. As the payment of the Price is an essential condition of this Contract, the Client shall not be entitled to claim any amount from Lantek either for the cessation or interruption of the Implementation Services or for any direct or indirect damage or loss which may result from the termination or interruption to the Client.

The Software must be installed within the period specified in the Offer. In the event that technical difficulties are encountered in the execution of the Contract which are impossible to foresee and which are identified by either Party when detected, the Parties agree to negotiate in good faith an extension of the Implementation Date.

Lantek shall not be liable for a delay in the Software installation when such delay is due to causes not attributable to Lantek. Therefore, such delay shall not entitle the Client to terminate the Contract or to receive any compensation.

Without prejudice to the foregoing, when the delay is substantial and due to causes attributable to the Client, Lantek shall have the right to terminate the Contract and claim compensation for the work carried out to date, and any additional damages that may have been generated. For these purposes, any delay exceeding sixty (60) days as of the Implementation Date shall be considered a substantial delay.

In any case, the Client undertakes to collaborate with Lantek so that the latter can carry out the Software Implementation within the agreed deadlines, providing the human and material resources necessary for this purpose.

Lantek undertakes to deliver the Software user manual and other documents to the Client when the implementation of the software has been completed.

For the purpose of the proper Implementation of the Software, the Client shall appoint a representative with sufficient powers, ability, knowledge and experience to be able to receive the Software. This proxy must be able to sign for projects, parts and reception of the software delivered by Lantek at all times. The decisions of the proxy shall be binding on the Client and all notices sent by or to the proxy shall be deemed to have been validly sent by or to the Client, who shall be bound by the results of the appointed proxy.

ANNEX IV - SaaS SERVICES

1. USER SUBSCRIPTIONS

Lantek grants the Client a non-exclusive and non-transferable right, which allows Authorised Users to use the SaaS Services and the Technical Documentation during the "**Subscription Period**" corresponding to the initial subscription period plus any subsequent renewal periods, exclusively for Client's internal operations of the Client and subject to the terms and conditions of this Contract.

In relation to Authorised Users, the Client undertakes that:

a) the maximum number of Authorised Users authorised to access and use the SaaS Services and Technical Documentation shall not exceed the number of User Subscriptions purchased at any time;
b) they shall not permit or support any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the former Authorised User shall no longer be entitled to access or use the SaaS Services and/or the Technical Documentation;

Each Authorised User shall retain a secure password for their use of the SaaS Services and the Technical Documentation, that such password shall be changed for security purposes on a regular basis and that each Authorised User shall preserve the confidentiality of their password;

2. ADDITIONAL USER SUBSCRIPTIONS

The Client may, during the Subscription Period, purchase additional permitted user subscriptions and Lantek will grant access to the SaaS Services and Technical Documentation to the additional Authorised Users in accordance with the provisions of this Annex.

If the Client wishes to purchase additional User Subscriptions, the Client must notify Lantek in writing or do so as specified by Lantek, for example, via the proprietary service platform. Lantek will evaluate the request and respond to the Client. If Lantek approves the request, it will activate the additional User Subscriptions within a reasonable time of approval of the Client's request and the Client shall pay Lantek in accordance with the provisions of the Offer or invoice and if the Client purchases these additional User Subscriptions with the Initial Subscription Period or any renewal period (as applicable) already commenced, these prices will be prorated from the date of activation by Lantek for the remainder of the Initial Subscription Period or any renewal period then in progress (as applicable).

3. SaaS SERVICES

During the Subscription Period, Lantek will provide the Services through a cloud platform owned by third parties and will offer the Technical Documentation to the Client subject to the terms of this Annex.

Lantek will make all commercially reasonable efforts to make the SaaS Services available during working hours, except in the case of scheduled maintenance with sufficient prior notice; and of unscheduled maintenance, provided that Lantek has made reasonable efforts to provide the Client with reasonable advance notice.

Lantek, as part of the Services, will provide the Client with the usual support services in accordance with the information provided by Lantek and in effect at the time the SaaS Services are provided, and which may be modified.

4. LANTEK'S OBLIGATIONS

Lantek undertakes that the SaaS Services will be provided in accordance with the Technical Documentation.

The foregoing undertaking shall not apply in the case of non-conformities caused by use of the SaaS Services contrary to Lantek's instructions, or by modification or alteration of the SaaS Services by a party other than Lantek or Lantek's duly authorised contractors or agents. If the SaaS Services do not conform to the above commitment, Lantek, at its own risk, will make commercially reasonable efforts to correct the non-conformity without delay, or will provide the Client with an alternative means of achieving the desired performance. This correction or replacement constitutes the Client's sole and exclusive remedy for any breach of the commitment provided for in the preceding paragraph. Notwithstanding the above, Lantek:

a) does not warrant that Client's use of the SaaS Services will be uninterrupted or error-free; or that the SaaS Services, Technical Documentation and/or information obtained by Client through the SaaS Services will meet Client's requirements; and
b) is not responsible for delays, delivery failures or any other loss or damage arising from the transfer of data over communications networks and facilities, including the Internet, and Client acknowledges that the SaaS Services and Technical Documentation may be subject to limitations, delays and other problems inherent in the use of these communications facilities.

This contract shall not prevent Lantek from entering into similar contracts with third parties, nor from independently developing, using, selling or licensing documentation, products and/or services similar to those supplied under this Annex.

Lantek warrants that it has and will maintain all licences, authorisations and permits necessary for the performance of its obligations under this Annex.

5. OBLIGATIONS OF THE CLIENT

Without prejudice to other obligations of the Client provided for in other clauses of this Annex, the Client:

a) shall provide Lantek with (i) all necessary cooperation in connection with the Contract; and (ii) all necessary access to such information as may be required by Lantek to provide the SaaS Services, including, without limitation, Client Data, secure access information and configuration services;
b) shall perform all other responsibilities of the Client provided for in this Annex in a timely and efficient manner;
c) shall ensure that Authorised Users use the SaaS Services and the Technical Documentation in accordance with the terms and conditions of this Annex and shall be responsible for any breach of the Contract by any Authorised User;
d) shall ensure that its network and systems comply with the relevant specifications provided by Lantek at any time; and
e) shall be solely responsible for the acquisition and maintenance of their network connections and telecommunications links from its systems to Lantek's data centres, and for all problems, conditions, delays, delivery failures and any other loss or damage arising from or related to the Client's network connections or telecommunications links or caused by the Internet.

6. PAYMENT

The Client shall pay Lantek the Subscription Prices for User Subscriptions in accordance with the provisions of the Offer and the prices of the support services.

If Lantek has not received payment within thirty (30) calendar days from the due date, and without prejudice to any other rights and remedies of Lantek:

a) Lantek may, without liability to the Client, disable the password, account and access to all or part of the Client's SaaS Services, and Lantek shall not be obliged to provide any or all of the SaaS Services until the invoice(s) in question are paid; and
b) Interest shall accrue daily on such sums due at an annual rate of 3% above the legal interest rate in Spain from the due date and shall continue to accrue until paid in full, whether before or after judgement.

Lantek shall be entitled to increase the Subscription Prices, the prices payable for additional User Subscriptions, the prices of the support services payable at the beginning of each Renewal Period with thirty (30) days' notice to the Client.

ANNEX V - LANTEK AS DATA PROCESSOR

In the event that the Client requests Lantek to carry out any action or support intervention, he/she must avoid sending personal data by deleting or dissociating them prior to sending them to Lantek. However, if the action or intervention requested by the Client to Lantek necessarily requires the sending of personal data, Lantek will process them on behalf of the Client, thus acting as data processor, in which case, the following conditions shall apply:

1. PURPOSE

By means of the present clauses, Lantek, the data processor, is authorized to process on behalf of the Client, the data controller, the personal data necessary to provide the service requested by the latter.
The processing will consist, according to the request made by the data controller, in the remote connection by Lantek to the systems of the data controller in order to manage the personalization, technical incident reported or, where appropriate, to customize the program or certain functionalities.
For this purpose, the connection by Lantek will be made by means of remote connection programs, whether its own, from third parties or even from the data controller itself, always upon request and authorization on its part, under the terms included in this agreement. In this case, Lantek will not incorporate the data into its systems or media, other than those of the data controller.
However, it is possible that the correct solution of the personalization or technical incident may require a special analysis, which could imply that the data controller provides Lantek with the affected database through the private area of Lantek's website, in which case Lantek will incorporate it into its systems, other than those of the data controller.

2. IDENTIFICATION OF THE CONCERNED INFORMATION

For the execution of the services deriving from the performance of the object of the order, the data controller shall make available to the data processor the categories of data subjects, which include legal representatives of customers and authorized users, together with the categories of personal data, such as identification, contact and professional data, necessary for the performance of the service.

3. DURATION

The duration of this type of data processing will be that necessary for the fulfilment of the order placed by the Client. Once completed, it will proceed as indicated in section "r" of the following paragraph. However, the provisions of this Annex, whether expressly or impliedly intended to continue in force after the termination or expiration of this Annex, shall remain in force and shall continue to bind both parties as stipulated in this Annex.

4. LANTEK'S OBLIGATIONS AS DATA PROCESSOR

The data processor and all its personnel are obliged to:
a) To use the personal data subject to processing, or those it collects for inclusion, only for the purpose of this assignment. Under no circumstances may it use the data for its own purposes or for purposes other than those contemplated in the performance of the service. The data controller authorizes the data processor to process in an aggregated form the data derived from the database object of the assignment in order to allow the continuous improvement of the service and detection of errors.
b) To process the data in accordance with the instructions of the data controller. If the processor considers that any instructions are in breach of the General Data Protection Regulation or any other Union or Member State data protection provisions, the processor shall immediately inform the controller.
In the event of any unclear instruction from the controller as to how the processor is to act with respect to the personal data to which it has access, before any data processing is carried out, the processor shall contact the controller and clarify the instruction.
c) Keep, in writing, a record of all categories of processing activities carried out on behalf of the controller, containing the aspects required by Article 30.2 of the General Data Protection Regulation.
d) Not to communicate the data to third parties, except with the express authorization of the data controller, in the legally admissible cases.
The processor may communicate the data to other processors of the same controller, in accordance with the instructions of the controller. In this case, the controller shall identify, in advance and in writing, the entity (company name, VAT number and address) to which the data are to be communicated and the data to be communicated.
If the processor must transfer personal data to a third country or to an international organization, pursuant to Union or Member State law applicable to it, it shall inform the Controller of this legal requirement in advance, unless such law prohibits it for important reasons of public interest.
In this regard, the data controller has contracted different services offered by Microsoft Corporation, as is the case, among others, of Azure, for information hosting. This company acts, in this case, as a sub-processor although, despite being outside the European Union and the European Economic Area, the international transfer of data that involves its use has the appropriate safeguards referred to in Article 46.2 c) of the General Data Protection Regulation (standard contractual clauses adopted by the European Commission), being also certified in the EU-US Data Privacy Framework. (Microsoft Data Protection Addendum (DPA))
e) Subcontracting. The subcontracting with third parties of services involving access and/or processing, partial or total, of personal data, shall require prior information to the data controller, who may refuse it, with justification, within 10 days. Otherwise, it shall be deemed authorized and the subcontractor shall be contractually bound to comply with the same data protection obligations as those set forth in this clause for the Data Processor. In the event of non-compliance on the part of the sub-processor, the initial processor shall remain fully liable to the data controller with regard to compliance with the obligations.
f) To 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 its purpose.
g) To 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.
h) Keep at the disposal of the person in charge the documentation accrediting compliance with the obligation established in the previous paragraph.
i) To guarantee the necessary training on personal data protection for the persons authorized to process personal data.
j) Assist the controller in responding to the exercise of the rights of access, rectification, erasure and objection, restriction of processing, data portability and not to be subject to automated individualized decisions (including profiling).
When data subjects exercise such rights before the data processor, the latter must communicate this by e-mail without undue delay to the e-mail address indicated by the data controller.
k) Right to information. It is the responsibility of the data controller to provide the right to information at the time of data collection.

l) Notification of data security breaches. The data processor shall notify the data controller, without undue delay, and in any case without undue delay, and through the e-mail address provided by the data controller, of any breaches of security of the personal data under its responsibility of which it becomes aware, together with all relevant information for the documentation and communication of the incident. Notification shall not be required when such security breach is unlikely to constitute a risk to the rights and freedoms of natural persons.
It is the responsibility of the controller to communicate data security breaches to data subjects as soon as possible, when the breach is likely to constitute a risk to the rights and freedoms of natural persons.
m) Supporting the controller in carrying out data protection impact assessments, where appropriate.
n) To support the controller in carrying out prior consultations with the supervisory authority, where appropriate.
o) Make available to the controller, at its request, all the information necessary to demonstrate compliance with its obligations, as well as for the performance of audits or inspections carried out by the controller or another auditor authorized by the controller.
p) Carry out an assessment of the risks to personal data involved in the processing of data that Lantek will carry out on behalf of the controller and implement appropriate technical and organizational security measures to ensure a level of security appropriate to the risk.
q) Designate a data protection delegate, whenever mandatory, in accordance with the applicable legislation and communicate his/her identity and contact details to the data controller. In this regard, it is hereby stated that Lantek has designated a Data Protection Delegate, having communicated his designation to the Spanish Data Protection Agency. The data controller may contact him/her at the postal address indicated above and, by e-mail, at dpo@lantek.com.
r) Destination of the data. Once the performance of the service has been completed, at the choice of the data controller, the data processor must return the personal data to the data controller or transfer it to another data processor designated by the data controller and delete any copies in its possession. However, it may keep the data blocked in order to meet possible administrative or jurisdictional responsibilities.

5. LIABILITIES OF THE CLIENT AS DATA CONTROLLER

a) Deliver to the processor the data referred to in section "2. - Identification of the information concerned".
b) Carry out, if necessary, an assessment of the impact on the protection of personal data of the processing operations to be carried out by the processor.
c) To carry out, if necessary, the appropriate prior consultations.
d) Ensure, prior to and throughout the processing, compliance with the GDPR by the processor.
e) Supervise the processing, including the performance of inspections and audits.

6. RESPONSIBILITIES OF THE DATA PROCESSOR

In the event that the data processor, including its employees, uses the personal data for purposes other than those included in this contract, communicates them to third parties or uses them in breach of the stipulations determined in the contract, they will be considered responsible for the treatment. responding for any infractions incurred.

However, the person in charge of the treatment will not incur liability when, upon express indication of the person responsible for the treatment, he communicates the data to a third party designated by him, to whom he has entrusted the provision of a service.

The person in charge of the treatment will only be liable for damages caused by the treatment, with the limits established in these CCGG, when he has not complied with the obligations of the RGPD specifically addressed to those in charge or has acted outside or against the instructions. of the person responsible. In this sense, the data processor will be exempt from liability if he demonstrates that he is not responsible for the event that caused the damages.

ANEXO VI.- ENTITIES

	COMPANY
1	LANTEK SHEET METAL SOLUTIONS, S.L.U.
2	LANTEK POLSKA S.P. Z.O.O
3	LANTEK YAZILIM TICARET, LTD STI.
4	LANTEK MÉXICO S.A., DE C.V.
5	LANTEK SHANGHÁI TRADING C.O. LTD.
6	LANTEK SYSTEMES, SARL
7	LANTEK SYSTEMTECHNIK, GMBH
8	LANTEK SYSTEMS, LTD.
9	LANTEK SYSTEMS, INC
10	LANTEK SYSTEMS KOREA LLC
11	LANTEK SISTEMI S.R.L.
12	LANTEK AUSTRALIA PTY LTD.
13	LANTEK JAPAN KK
14	LANTEK CANADA INC.

ANNEX VII – DATA TRANSFER AND USE AGREEMENT ("Agreement")

1. PREAMBLE

Lantek Sheet Metal Solutions, S.L.U., together with its subsidiaries as detailed in Annex VI ("Lantek"), provides Software solutions and related services in accordance with the General Terms and Conditions. As the "Data Controller" regarding data generated through the use of its connected products and/or related services related to the Software ("Data"), Lantek undertakes to comply with the obligations established in Regulation (EU) 2023/2854 ("Data Law"). Such generated Data provides added value to Lantek to enable continuous product improvements, other benefits, and even access to potential offers of other services. To access and transfer Software data to Lantek, a secure connection is required, and this Agreement governs the details of data transmission and use between the Customer ("User") and the Data Controller.

2. SCOPE OF THE DATA

The Data covered by this Agreement consists of readily available data, defined as any Product or Related Service data (as defined in the Data Regulation) that the Data Controller lawfully obtains or can obtain from the Connected Product or Related Service without disproportionate effort, including, but not limited to, product master data. Data does not include inferred or derived information resulting from additional investments made by Lantek (including the use of proprietary complex algorithms). Data shall include relevant metadata necessary for its interpretation and use.

3. DATA USED BY LANTEK

Lantek will use and transmit Data solely for the following purposes:

- For the operation of the Software.
- To provide value-added services, e.g., enabling higher Software availability, optimizing machining processes, or planning specific service interventions.
- To continuously improve Lantek's products and quality, as well as expand other product offerings.
- For the execution of any contract with the User or related activities (e.g., invoicing, generating and providing reports or analyses).
- To provide assistance, technical support, warranty, after-sales, or similar services, or to evaluate claims from the User, Data Controller, or third parties (e.g., regarding Software malfunctions).
- To monitor and maintain the operation, security, and protection of the Software or related services, and to ensure quality control.
- To improve the operation of any product or related service offered by Lantek.
- To develop new products or services, including AI solutions, by the Data Controller, third parties acting on behalf of the Data Controller (where the Data Controller decides the tasks assigned to such third parties and benefits from them), in collaboration with other parties or through special purpose entities.
- To aggregate this Data with other data, including creating derived data, for any lawful purpose.

Lantek confirms that it will not transmit Data or results derived from it (e.g., analyses) to third parties without anonymization. Anonymization is performed so that data cannot be traced back to its origin. Exceptions include transmission to external service providers under section 6 or to Lantek subsidiaries.

Additionally, Lantek will not store or process personal data. If the Software requires personal data processing, it will be regulated under a separate agreement per Clause 5 of the General Terms and Annex V (Processor Agreement).
Lantek will not use Data in any manner that harms the User's commercial position in its operating markets.

4. USER ACCESS TO DATA

Data requests can be submitted via a JIRA ticket or any channel provided by Lantek. The User may use Data for any lawful purpose, subject to the limitations below. The User expressly agrees not to:

1. Use Data to develop a connected product competing with Lantek Software or share Data with a third party for that purpose.
2. Use Data to obtain information about Lantek's financial status, assets, or production methods.
3. Employ illegal means to access Data or exploit vulnerabilities in Lantek's technical infrastructure protecting the Data.
4. Share Data with a third party considered a "gatekeeper" under Article 3 of Regulation (EU) 2022/1925.
5. Use Data for any purpose violating EU or national law.

If Data constitutes personal data and the User is not the data subject, Lantek will provide Data only when a valid legal basis exists and applicable data protection laws are followed. The User must indicate the legal basis under Article 6 of Regulation (EU) 2016/679 (and, if applicable, the exception under Article 9 of the Regulation and Article 5(3) of Directive (EU) 2002/58) for each request.

6. THIRD-PARTY ACCESS TO DATA

Data may be provided to a third party upon request from the User or an authorized third party acting on the User's behalf. Lantek will agree with the final Data recipient on the terms for providing Data. Requests under this clause cannot benefit a third party considered a "gatekeeper" under EU law.
For personal data, Lantek will provide Data to a third party only with a valid legal basis and compliance with applicable laws, with the User providing the legal basis and consent for such data.

7. DATA TRANSMISSION AND STORAGE

Data transmission occurs via a secure connection and may occur bidirectionally between the Software and Lantek, including Lantek subsidiaries. Data is stored and processed in a secure environment and protected against unauthorized third-party access per current information security standards. Per

Clause 5 (Customer Data) and Annex V (Processor Agreement), Lantek uses external service providers to transfer, process, and store data. These parties must apply protection measures, maintain confidentiality, and comply with this Agreement. Lantek applies appropriate technical measures to prevent unauthorized Data access and ensure compliance. The User expressly agrees not to alter or remove these technical protection measures unless agreed otherwise.

8. **ASSIGNMENT OF USE**

When the User transfers (i) ownership of the Software, (ii) temporary usage rights, or (iii) rights to receive related services to a subsequent person ("Subsequent User") and ceases to be the User, a new agreement with Lantek regarding Data use is required. The User must ensure the Subsequent User cannot use the original User account and must notify Lantek without undue delay of the transfer and identity of the Subsequent User. Lantek's rights to use Data generated before the transfer remain unaffected.

9. **MISCELLANEOUS**

Unless otherwise stated in this Agreement, all provisions of the General Terms and Conditions shall fully apply, including, but not limited to, provisions on effectiveness, duration, termination, confidentiality, governing law, jurisdiction, liability, and other relevant matters.