

# AUDITAI SOLUTION LICENSE AGREEMENT

## PARTIES

This AuditAI Solution License Agreement governs the relationship between:

**Generative Audit AI, S.L.**, a company incorporated under the laws of Spain, with its registered office in Barcelona (Spain), Passeig del Mare Nostrum, number 15, and holder of NIF B-75.681.080, represented by Mr. Pablo Daniel Peñaloza in his capacity as director specially empowered for this act.

Hereinafter, the "**Licensor**."

And

The natural or legal person who, upon contracting the Intelligent Assistant tool through the Licensor's platform, completes the corresponding form, pays the indicated price, and expressly and fully accepts the terms of this AuditAI Solution License Agreement.

Hereinafter referred to as the "**Licensee**."

The Licensor and the Licensee shall hereinafter be referred to individually as the "**Party**" and collectively as the "**Parties**."

## WHEREAS,

- (A) That the Licensor is a company dedicated to the commercialization and exploitation of software available in SaaS (*software-as-a-service*) supported by artificial intelligence (hereinafter, the "**Intelligent Assistant**"), which operates as an assistant in the processes of preparation, self-assessment, and internal audits related to the certification of ISO management systems.
- (B) That the Licensee is interested in using the Intelligent Assistant to carry out preparation, self-assessment, and/or internal audit processes in order to obtain or maintain its own ISO certifications, and in receiving certain related maintenance services provided by the Licensor.
- (C) That the Licensor, in turn, is interested in licensing the Intelligent Assistant and providing the aforementioned related services to the Licensee in exchange for the Price stipulated in the Contract (as defined below).
- (D) That, pursuant to the foregoing, the Parties, as of today, acknowledging their legal capacity and sufficient representation to contract, agree to formalize in writing the present "*AuditAI Solution License Agreement*." (hereinafter, the "**Contract**") which will govern their relationship in accordance with the following:

## CLAUSES

### 1. OBJECT

1.1. This Contract sets forth the terms and conditions governing the following services (hereinafter, jointly referred to as the “**Services**”) provided by the Licensor to the Licensee, in consideration for the Price set forth in Clause 6:

- (a) The granting to the Licensee of a right to use the Intelligent Assistant, under the terms established in Clause 2, whose functionalities are described in Annex I to this Contract; and
- (b) The maintenance of the Intelligent Assistant in accordance with the provisions of Clause 3.

1.2. The contracting of the Services is carried out through the selection by the Licensee of one or more packages, understood as contracting units that determine the specific conditions for the use of the Services, such as, among others, the maximum available capacity, the number of self-assessments and Authorized Users (as defined in clause 2.3), the Price (as defined in clause 6), as well as any other associated technical or economic condition (hereinafter, the “**Packages**”). The characteristics and conditions of each Package shall be those published on the Licensor’s website and selected by the Licensee at the time of contracting, or those agreed ad hoc between the Parties.

1.3. The following will form an integral part of the Contract:

- (a) The present clauses; and
- (b) The following documents listed as Annexes:
  - i. **Annex I:** Description and Functionalities of the Intelligent Assistant;
  - ii. **Annex II:** Economic Offer;
  - iii. **Annex III:** Conditions of Use of the Platform;
  - iv. **Annex IV:** Exportable Data; and
  - v. **Annex V:** Data Processing Agreement.

1.4. Likewise, the following shall be deemed incorporated into the Contract, for all purposes:

- i. The conditions of the Package contracted by the Licensee, either (a) selected through the Licensor’s website at the time of contracting, or (b) expressly agreed between the Parties by any other means; and

- ii. The [Subscription and Refund Policy](#) in force at the time of the purchase of the Package or at the time of activation of any of its renewals, as published on the website.

In the event of any inconsistency between the provisions of this Contract and the content of the Annexes, the provisions of this Contract shall prevail. Notwithstanding the foregoing, in the event of any contradiction between any of the above-mentioned documents and the provisions contained in the documents referred to in paragraph 1.4 above, the latter shall prevail.

## **2. LICENSE**

- 2.1. Under this Contract, the Licensor grants the Licensee a non-exclusive, non-sublicensable and non-transferable license to use the Intelligent Assistant with the following characteristics (hereinafter, the “**License**”):

- (a) It is granted solely in Software as a Service (SaaS) mode; that is, via a cloud software distribution model under which the Licensor hosts the applications and makes them available to the Licensee over the Internet for remote use;
- (b) It is valid only for the term of this Contract, as set out in Clause 7;
- (c) It has worldwide geographical scope;
- (d) It covers the number of users and self-assessments corresponding to the Package acquired by the Licensee, as set out in Annex II;
- (e) It may be used only by the Licensee’s employees or by third-party providers or collaborators acting under its control and authority (i.e., only Authorised Users within the meaning of Clause 2.3), exclusively for internal purposes related to the preparation, self-assessment or internal audit of its own management systems, and shall in no event entail the provision of services to third parties;
- (f) It is subject to the limitations established in this Contract, its Annexes and the other contractual documents;
- (g) It includes the hosting of the Intelligent Assistant and of all Content (as defined in Clause 4.1) of the Licensee to the extent strictly necessary to receive the Services, subject to the limitations set out in Annex I in the description of the Package selected by the Licensee.

- 2.2. Without prejudice to the restrictions and limitations arising from other clauses of this Contract (including its clauses and other contractual documents) and to the maximum extent permitted by law, the Parties agree that the Licensee shall not perform (nor authorise any third party to perform) any of the following activities, unless it has the Licensor’s prior express written authorisation:

- (a) Sell, resell, distribute, rent, license, or sublicense, in whole or in part, the Intelligent Assistant;

- (b) Modify or transform the Intelligent Assistant;
- (c) Develop or authorize the creation of successive versions of the Intelligent Assistant;
- (d) Decompile, reverse engineer, or, in general, carry out any activity aimed at obtaining the source code of the Intelligent Assistant;
- (e) Use the Intelligent Assistant in a manner that jeopardizes the stability of the Licensor's computer systems or the capacity of its communication networks; and
- (f) Use the Intelligent Assistant in any way other than expressly provided for in this Contract.

Any total or partial breach by the Licensee of this clause shall be deemed a material breach of the Contract and shall entitle the Licensor, without prejudice to any other rights to which it may be entitled (including the right to claim damages), to terminate this Contract.

- 2.3. Access to the Intelligent Assistant shall be provided remotely via the web. The Licensor shall enable within the platform the functionality necessary for the Licensee to create and manage access credentials to the Intelligent Assistant, in accordance with the maximum number of Authorised Users agreed in Annex II. For the purposes of this Contract, “**Authorised Users**” means those natural persons who, forming part of the Licensee’s organisation or acting under its control and authority, hold valid access credentials to the Intelligent Assistant granted by the Licensee in accordance with this Contract. The Licensee shall be solely responsible for managing and administering such credentials and for ensuring that access to the Intelligent Assistant is restricted exclusively to Authorised Users, is kept confidential at all times, and complies with this Contract and applicable law.
- 2.4. The Licensee shall also ensure that all Authorised Users access the Intelligent Assistant only after expressly accepting the Conditions of Use attached as Annex III, and shall continuously and diligently supervise the use made by its users of the Intelligent Assistant to ensure compliance therewith and to adopt appropriate measures to prevent improper or unauthorised uses. Should the Licensor detect or have reasonable indications of non-compliance with the Conditions of Use or with the obligations set out in this Contract, it may freely suspend or revoke, temporarily or permanently, the affected access credentials, without prejudice to any other actions available to it under this Contract and applicable law.
- 2.5. The Licensee shall be exclusively responsible for any damage or loss arising from access to or use of the Intelligent Assistant by its Authorised Users or any other user or individual under its control or responsibility, including any breach of this Contract or of applicable law.

- 2.6. If the Licensee or any of its Authorised Users detects any event, incident, circumstance or situation—including, without limitation, unauthorised access, loss or compromise of credentials, misuse, a security breach or any other threat affecting the confidentiality, integrity or availability of the Intelligent Assistant—(hereinafter, a “**Security Incident**”), it shall notify the Licensor in writing without undue delay, and in any event within twenty-four (24) hours from becoming aware of it.

Upon receipt of such notice, the Licensor shall, without undue delay, take reasonable measures to investigate the Security Incident, contain its effects, mitigate its consequences and restore normal operation of the Services. The Licensor shall keep the Licensee informed of the status of the incident and the actions taken, to the extent reasonably possible and without compromising the security of the system or of other clients.

### **3. MAINTENANCE SERVICES**

#### **3.1. Updates and improvements to the Intelligent Assistant.**

The Intelligent Assistant is provided under a Software as a Service (SaaS) model, common to the Licensor’s general client base. In this context, the Licensor may, at its sole discretion, introduce at any time any improvements, modifications, evolutions or new versions of the Intelligent Assistant that it deems necessary for its maintenance, security, optimisation, enhancement of functionalities or adaptation to regulatory or technical requirements.

Such versions or updates shall be implemented automatically and applied to the Licensee’s environment without the need for prior consent or intervention, and previous versions of the Intelligent Assistant shall not be maintained. The Licensee shall have access at all times only to the current version of the Intelligent Assistant. The Licensor shall not be obliged to maintain or ensure the compatibility of previous versions.

Notwithstanding the foregoing, the Licensor guarantees that such updates shall not substantially alter the nature or the essential functionalities of the Intelligent Assistant, ensuring that its primary purpose as a support tool for self-assessment, internal auditing or preparation for ISO certifications is preserved.

#### **3.2. Service Availability.**

The Licensor undertakes to provide the Services with reasonable availability, in line with market standards applicable to SaaS solutions of similar characteristics.

The Licensor shall take diligent measures to diagnose, mitigate and resolve detected errors or failures within a timeframe proportionate to their severity. In this regard, the Licensor cannot guarantee that all possible incidents affecting the Intelligent Assistant can or will be resolved or prevented, although it shall make reasonable efforts to achieve such an objective.

The Licensor shall not be liable for temporary interruptions or unavailability of the Intelligent Assistant resulting from:

- (a) Scheduled maintenance activities, including updates, improvements or planned implementations necessary for the proper functioning and enhancement of the Intelligent Assistant, provided that such maintenance has been previously communicated to the Licensee.
- (b) Causes beyond the Licensor's reasonable control, including, by way of example and not limitation, third-party technical incidents, failures or interruptions in telecommunications networks or third-party connectivity services, and outages of external service providers.
- (c) Security incidents or cyberattacks, including denial-of-service (DDoS) attacks, viruses, malware or other cybersecurity threats.
- (d) Compliance with legal or administrative requirements, such as court orders, requests from administrative authorities, or other mandates from competent public bodies requiring the Licensor to suspend, limit or modify the Services.
- (e) Force majeure events, as defined under the Spanish Civil Code, including but not limited to natural disasters, fires, floods, armed conflicts, civil unrest, acts of terrorism or other unforeseeable and unavoidable circumstances.

In all such cases, the Licensor shall use reasonable and proportionate efforts to minimise the impact and restore the Services as soon as reasonably possible.

### **3.3. Support for Authorized Users.**

The Licensor shall handle, through the email address [support@audit-ai.ai](mailto:support@audit-ai.ai), any technical and functional support queries that Authorized Users may have in the ordinary use of the Intelligent Assistant. Such queries shall be handled within a reasonable period of time and during business hours. Unless expressly agreed otherwise in the specific conditions of the Package contracted by the Licensee, the Licensor shall assume no commitment regarding minimum service levels or guaranteed response times.

## **4. CONTENT AND RESULTS**

### **4.1. Content.**

The Intelligent Assistant is a tool that uses generative artificial intelligence models to process the information entered or uploaded by the Licensee in the course of its use. All information, documentation, data or materials that the Licensee inputs or uploads to the Intelligent Assistant (the "**Content**") shall remain the exclusive

property of the Licensee, and nothing in this Contract shall be construed as a transfer of any Intellectual or Industrial Property Rights, as defined in Clause 5.

The Licensee warrants that the Content uploaded is owned by it or that it holds the necessary licences to use it under the terms defined in this Contract, and that the Licensor's use of such Content for the purposes described herein does not infringe the rights (including, without limitation, the Intellectual or Industrial Property Rights defined in Clause 5) of any third party.

Under no circumstances shall the Licensor be liable for the Content that the Licensee or its users store, process, or use through the Intelligent Assistant. The Licensee shall bear full responsibility for the accuracy, completeness, lawfulness, and use of the Content, as well as for any damages arising directly or indirectly therefrom. The Licensor shall have no obligation to monitor or review the Content and shall not, in any event, be liable for losses, damages, claims, or penalties arising from the Content or its use by the Licensee or its users. The Content shall be deleted or returned to the Licensee by the Licensor upon termination of this Contract or within a reasonable period thereafter, following the Licensee's instructions and subject to Clause 7.3.

#### 4.2. **Results.**

Any result generated through the use of the Intelligent Assistant—including, without limitation, findings, reports, materials, analyses, recommendations, or any other output derived from the operation of the tool (collectively, the "**Results**")—shall be the property of the Licensee.

The Licensee expressly acknowledges that the Results are generated by an automated system based on artificial intelligence models that operate through probabilistic and statistical techniques. Consequently, the Results are provided "*as is*," without any warranty as to accuracy, completeness, timeliness, suitability for a particular purpose, exclusivity, or freedom from error.

The Licensor makes no representation or warranty as to the truthfulness, accuracy, or reliability of the Results, nor as to any decisions made by the Licensee based wholly or partially on them. The Licensee shall be solely responsible for the use it makes of the Results and shall in all cases subject them to appropriate verification, validation, and human supervision according to their intended purpose.

Furthermore, due to the statistical nature of the system, the Licensor does not guarantee the uniqueness of the Results, which may coincide wholly or partially with those obtained by other licensees in similar or different circumstances.

Under no circumstances shall the Licensor be liable for any direct or indirect damages or losses arising from the use or interpretation of the Results by the Licensee or by any third parties to whom the Licensee communicates them.

#### 4.3. **Feedback.**

Any suggestion, comment, recommendation, observation, instruction or information that the Licensee or its Authorized Users communicate or submit to the Licensor in relation to the Intelligent Assistant, including, without limitation, those regarding the accuracy or usefulness of the Results, the operation of the tool, or possible improvements or developments (hereinafter, the “**Feedback**”), shall be deemed to be provided voluntarily and free of charge.

The Licensor shall not be obliged to incorporate the Feedback received nor to provide information regarding its use or implementation.

The Licensee grants the Licensor a free, non-exclusive, sublicensable, transferable licence, with worldwide territorial scope and for the maximum period permitted under the applicable regulations, to use the Feedback, once anonymised, for the following purposes: (i) training, optimising, testing and improving the Intelligent Assistant; (ii) developing new functionalities or versions of the Intelligent Assistant; (iii) preparing statistical studies, performance metrics, benchmarking and operational analyses; and (iv) managing, maintaining, improving and optimising the service provided.

## **5. INTELLECTUAL PROPERTY**

- 5.1. For the purposes of this Contract, “**Intellectual and Industrial Property Rights**” means all rights recognised under intellectual and industrial property law (including, among others, copyright, related and sui generis rights, patents, trademarks, database rights, rights over computer programs and their preparatory documentation, rights over semiconductor products, utility models, industrial designs, and any other similar rights), whether registered or not. This includes, without limitation, the rights of reproduction, transformation (including the right to exercise all Intellectual and Industrial Property Rights over any derivative works resulting from such transformation), distribution, public communication, and making available to third parties, in relation to any applicable form of exploitation, as well as all rights recognised to the holder of know-how or trade secrets, and any other similar or equivalent rights requiring protection anywhere in the world, whether existing at the date of signature of this Contract or arising thereafter.
- 5.2. The Licensor (or its own licensor) is the holder of the Intellectual and Industrial Property Rights over the Intelligent Assistant, including any improvement, update, development, evolution or modification thereof, even where derived from or generated through the use of the Intelligent Assistant by the Licensee or its Authorized Users, or from the Feedback provided by the latter or its Authorized Users. This Contract shall not be construed as transferring or assigning any such

rights to the Licensee, except for the limited License granted to the Licensee under and in accordance with the terms and scope set out in this Contract.

- 5.3. The Licenser warrants that the rights of use of the Intelligent Assistant granted to the Licensee under this Contract do not infringe the Intellectual or Industrial Property Rights of any third party. The Licensee shall notify the Licenser without undue delay, and in any event within twenty-four (24) hours of becoming aware thereof, of any claim, notice or communication (whether judicial, administrative, or of any other nature) received in connection with an alleged infringement of such rights.

At the Licenser's request, the Licensee shall grant the Licenser exclusive control of the defence against such claim, shall cooperate in good faith, and shall provide all assistance reasonably necessary for its proper handling. Under no circumstances may the Licensee admit liability, acknowledge facts, settle, or reach any agreement in respect of such a claim without the Licenser's prior written consent.

The Licensee shall indemnify and hold harmless the Licenser from and against any liability, damage, or loss arising from the use of the Intelligent Assistant by the Licensee or any of its users in a manner not compliant with this Contract or applicable law.

If any third party files, or in the Licenser's opinion could file, a claim, complaint, or action for an alleged infringement of Intellectual or Industrial Property Rights relating to the Intelligent Assistant or any of the Services, the Licenser may, at its own cost and discretion, modify the Intelligent Assistant or replace the affected elements with equivalent ones in order to avoid or mitigate the alleged infringement.

## **6. PRICE**

- 6.1. In consideration for the Services, the Licensee undertakes to pay the Licenser the price indicated in Annex II (hereinafter, the "**Price**"). The Licenser may modify the Price applicable to successive renewals of each Package. In such case, the Licenser must notify the Licensee of the new Price at least two (2) months prior to the scheduled renewal date. If the Licensee does not express its intention not to renew the Package in accordance with clause 7, it shall be deemed to have accepted the new Price, without prejudice to its right to request a refund of the amount paid within the period and under the conditions set out in the [Subscription and Refund Policy](#) in force at the time of renewal.
- 6.2. The Price shall be invoiced and payable annually in advance, with the corresponding invoice issued at the time of formalising the contracting of the Package and subsequently at the start of each annual renewal period.

- 6.3. Full payment of the Price shall be a condition precedent to the activation or renewal of access to the Intelligent Assistant. In the event of non-payment, the Licensor shall not be obliged to provide the Services or to enable access to the Intelligent Assistant.
- 6.4. Unless expressly provided otherwise in the [Subscription and Refund Policy](#) in force at the time of contracting or renewal of the relevant Package, the amounts paid shall be non-refundable.

## 7. **TERM AND CONSEQUENCES OF TERMINATION**

### 7.1. **Duration and Termination of the Contract.**

The present Contract shall enter into force on the date of its acceptance by the Licensee and shall remain in force for as long as there is at least one active Package contracted by the Licensee.

Each Package contracted under the Contract shall have an initial term of (1) year (hereinafter, the “**Initial Term**”), automatically renewing upon its expiry for successive periods of one (1) year each (the “**Renewal Terms**”), unless either Party notifies the other in writing of its intention not to renew before the Package before end of the Initial Term or any subsequent Renewal Term.

All of the foregoing is without prejudice to the Licensee’s right to request a refund within the period and under the conditions set out in the Subscription and Refund Policy in force at the time of purchase of the Package or at the time of activation of any of its renewals.

Either Party may terminate this Contract in the event of a material breach by the other Party of any of its material obligations. For this purpose, the non-breaching Party shall give the breaching Party written notice requiring it to remedy such breach within fifteen (15) calendar days from receipt of the notice. If the breaching Party fails to remedy the breach within such period, the affected Party may terminate this Contract ipso iure by written notice, without prejudice to its right to claim any damages and losses that may apply.

For the purposes of this Contract, the Licensor shall be deemed to have committed a material breach of its material obligations only where the Intelligent Assistant remains totally and continuously unavailable for a period of seven (7) consecutive calendar days, for reasons attributable to the Licensor and not arising from any of the justified unavailability or interruption circumstances set forth in Clause 3.2 of this Contract.

Early termination of the Contract shall entail the automatic termination of all Packages contracted that are in force at that time.

### 7.2. **Survival.**

Upon termination of this Contract, all rights and obligations of the Parties hereunder shall cease, except for those obligations which by their nature are intended to survive termination, including, without limitation, those contained in Clauses 4, 5, 7, 8, 9, 10, and 12.

**7.3. Post-Termination Actions.**

Upon termination of this Contract for any reason, unless otherwise agreed in writing:

- (a) The Licensee and all of its users shall immediately cease any use of the Intelligent Assistant;
- (b) The Licensee shall delete and permanently destroy all information in any format or medium (including backups) relating to the Intelligent Assistant in its possession, except for information that the Licensee is required to retain under applicable law; and.
- (c) The Licensor shall provide the Licensee with reasonable termination assistance, limited to the performance of the following tasks:
  - (i) At the Licensee's election, the return or deletion of any Content, Results, or other information that the Licensee has uploaded or generated through the Intelligent Assistant, except for backups and information that the Licensor must retain under applicable law;
  - (ii) The disconnection of the Licensee's users from the Intelligent Assistant and the revocation of all access credentials granted during the term of the Contract; and
  - (iii) The provision of limited support for a maximum period of seven (7) calendar days to clarify questions or issues related to the termination of the Contract and the transition of the services.

For the avoidance of doubt, the assistance tasks described in this clause are the only termination-related services that the Licensor shall be obliged to provide.

**8. CONFIDENTIALITY**

- 8.1. The Parties undertake to maintain strict confidentiality regarding all information, regardless of its nature, form, or means of transmission, that has been disclosed by either of them under this Contract —whether orally or in writing, in physical or digital format, or by any other means or medium—including, by way of example but not limitation, information relating to the Intelligent Assistant, the Content, the Results, commercial negotiations between the Parties, relevant or proprietary information of the Parties, commercial information of the Parties, information concerning their clients, know-how, or any other information exchanged between

the Parties that, by its nature or content, may reasonably be considered sensitive (hereinafter, the “**Confidential Information**”).

- 8.2. This confidentiality obligation shall remain in force throughout the duration of this Contract and for an additional period of five (5) years following its termination for any reason.
- 8.3. Each Party shall restrict access to the Confidential Information solely to those of its directors, employees, and officers who need to know such information for the purpose of performing this Contract. Each Party shall exercise reasonable diligence to ensure that its directors, employees, and officers maintain the other Party’s Confidential Information in strict confidence.
- 8.4. Notwithstanding the foregoing, the confidentiality obligations shall not apply to Confidential Information that:
  - Must be disclosed by a Party in compliance with a legal obligation, or pursuant to a court order, administrative decision, or request from a competent judicial or administrative authority, provided that, to the extent legally permissible, the disclosing Party gives prior notice to the other Party of such obligation so that it may take appropriate protective measures, and that the disclosure is limited to the minimum extent strictly necessary to comply with such obligation;
  - Is or becomes publicly known or available, provided that such disclosure is not the result of a breach of this Contract by the receiving Party;
  - Can be demonstrated to have been already known by the receiving Party prior to its disclosure by the disclosing Party, without any confidentiality obligation;
  - Has been independently developed by the receiving Party without the use of or reliance on the Confidential Information of the disclosing Party.

## **9. COMPLIANCE WITH LAWS**

Each Party shall be directly responsible for compliance with all legal obligations applicable to its own activities. For these purposes, both Parties expressly acknowledge that they shall at all times act as independent contracting parties, and nothing in this Contract shall be construed as creating any other form of relationship, such as a partnership, joint venture, association, or alliance, nor any employment relationship, agency agreement, or distribution contract.

Accordingly, each Party shall be solely responsible for, and shall hold the other Party harmless from, any tax, labour, administrative, or other obligations or liabilities arising in connection with the performance of its own activities.

## **10. LIABILITY**

10.1. Without prejudice to any other indemnity it may be required to provide under this Agreement, the Licensee shall bear full responsibility (without limitation) and shall indemnify and hold harmless the Licensor from and against any harmful or detrimental consequences (including, without limitation, reasonable fees and expenses of lawyers, attorneys, experts, investigators, and other necessary professionals) incurred by the Licensor and arising from:

- (a) Any wilful misconduct, gross negligence, or contractual breaches (including defective performance) committed by the Licensee (or its users, employees, collaborators, or subcontractors);
- (b) Any infringement of the Licensor's Intellectual or Industrial Property Rights;
- (c) Any breach by the Licensee (or its users, employees, collaborators, or subcontractors) of the confidentiality obligations set forth in Clause 8.

10.2. The Licensee shall assume its liability and indemnify the Licensor fully and effectively as soon as the Licensor is required to pay any amount to third parties arising from acts or claims attributable to the Licensee.

10.3. The Licensor shall bear full responsibility (subject to the limitation set forth in Clause 10.4 below) and shall indemnify the Licensee from and against any harmful or detrimental consequences (including, without limitation, reasonable fees and expenses of lawyers, attorneys, experts, investigators, and other necessary professionals) incurred by the Licensee and arising from:

- (a) Any wilful misconduct, gross negligence, or contractual breaches (including defective performance) committed by the Licensor (or its employees, collaborators, or subcontractors); and;
- (b) Any breach by the Licensor (or its employees, collaborators, or subcontractors) of the confidentiality obligations established in Clause 8.

The Licensor shall not be liable for any unauthorised access to the Intelligent Assistant, nor for the lack of accuracy, completeness, validity, or authenticity of any information or Content provided by the Licensee or its users (including Authorised Users).

Likewise, the Licensor shall not be responsible for the nature, type, or lawfulness of any information or Content stored or managed by the Licensee or its Authorised Users. The Intelligent Assistant is provided “*as is*”, as a mere support tool, without any warranty that the Results will be suitable or useful for any specific purpose pursued by the Licensee. Consequently, the Licensor shall be exempt from any and all liability arising from the use, interpretation, or application of the Results or Content managed through the Intelligent Assistant.

However, the Licensor shall cooperate reasonably with the Licensee and with competent authorities in removing or, as appropriate, blocking any Content that may violate applicable law, third-party rights, public morals, or public order.

10.4. The Licensor’s liability under this Agreement, for any cause and regardless of its nature, shall in no event exceed one hundred percent (100%) of the total amount of the Price effectively paid by the Licensee during the twelve (12) months immediately preceding the event giving rise to the liability, except in cases of wilful misconduct, for which this limitation shall not apply.

10.5. In no event shall the Licensor be liable for loss of profits, loss of business opportunities, indirect, reputational, or moral damages, or for loss of anticipated savings or efficiencies, to the extent such damages are not the direct and immediate consequence of a breach attributable to the Licensor.

## **11. PROVIDER SWITCHING AND DATA PORTABILITY.**

### **11.1. Scope of application.**

This clause shall apply only where the Licensee is established within the European Union or receives the Services for use within the European Union, and to the extent required by Regulation (EU) 2023/2854 (the “**Data Act**”).

### **11.2. Right to switch provider and data portability.**

The Licensee may, at any time during the term of this Agreement, upon at least two (2) months’ prior written notice (the “**Switching Notice**”):

- (a) switch to another service provider (the “**Destination Provider**”);
- (b) migrate the data to their own technological infrastructure; or
- (c) request only the deletion of its Exportable Data (as defined below).

Annex IV sets out the list of all data and metadata generated through the Licensee’s use of the Intelligent Assistant, or derived from its operation, with respect to which

the Licensee may exercise the portability right established under this clause (the “**Exportable Data**”).

The Licensor shall provide the reasonable assistance necessary to facilitate the switching or deletion process, including:

- (a) making available the necessary technical capabilities, information, and documentation;
- (b) act with due diligence to maintain service continuity during the process; and
- (c) ensure the security, integrity, and confidentiality of the Exportable Data during its transfer.

The switching process shall be completed within a maximum of thirty (30) days from the Switching Notice. If, for technical reasons, this is not possible, the Licensor may propose an alternative timeframe, which in no event shall exceed seven (7) months from such notice. The Licensee may request a single reasonable extension of the switching period, which shall not exceed the remaining term of the Agreement. Throughout the process, the Licensor shall ensure the continuity of the Services and full compliance with the Agreement.

Upon request by the Licensee, the Licensor shall provide:

- (a) Information on the procedures, methods, formats, limitations, and technical restrictions applicable to the switching and transfer of the Exportable Data;
- (b) A reference to the online registry maintained by the Licensor, containing up-to-date details of the data structures and formats, applicable standards, and open interoperability specifications; and
- (c) Information on the jurisdiction governing the infrastructure used for the processing of the Exportable Data, together with a general description of the technical, organisational, and contractual measures adopted to prevent unauthorised access or international transfers requested by third-country authorities.

### **11.3. Licensee Responsibilities.**

The Licensee shall take all reasonable measures to facilitate the switching process, including the import and configuration of the Exportable Data within its own environment or that of the Destination Provider.

In the event of switching to the Destination Provider or migration to its own infrastructure, the Licensee may recover or request the deletion of the Exportable Data within thirty (30) days following completion of the process. After this period, the

Licensor shall permanently delete the data, except for those it must retain to comply with legal obligations or for the defence of potential claims.

#### **11.4. Costs of switching or migration.**

The Licensor's assistance in the switching or migration process may entail reasonable additional costs, which shall be invoiced in accordance with the economic terms set out in this Agreement.

#### **11.5. Effects on the Agreement.**

The execution of a switching or migration process shall not, in itself, constitute termination of this Agreement, unless:

- (a) The Licensee expressly requests termination in the Switching Notice, or
- (b) The switching or migration makes the technical or contractual provision of the Services impossible.

In such cases, the Licensor shall confirm in writing the effective termination date, and the Licensee's payment obligations shall remain in force until that date.

The Licensee shall remain liable for all fees accrued up to the termination date (whether of the Initial Term or any of the Renewal Terms, as applicable) and shall additionally pay an early termination fee equivalent to the fees accrued for the Services during the six (6) months preceding the Switching Notice, unless the termination results from a breach by the Licensor.

If the switching process affects only part of the data or Services, the Agreement shall remain in force with respect to the remainder, with no reduction or refund of the Price, unless expressly agreed otherwise.

### **12. PERSONAL DATA**

#### **12.1. Personal data of the Representatives.**

In compliance with applicable data protection regulations, the personal data relating to the signatories of this Agreement and the respective representatives of the Parties (including the Authorised Users) (hereinafter, collectively, the "**Representatives**") shall be processed by the Parties, in their capacity as data controllers, for the purpose of managing and controlling the contractual relationship established herein, as well as complying with applicable laws.

The processing of such personal data is necessary for the management and execution of the Agreement, based on the legitimate interest of the Parties in the formalisation

and performance of this Agreement (based on a balancing test showing that the interests or rights of the Representatives do not prevail, a summary of which may be made available to the data subject upon request) and the fulfilment of legal obligations (commercial, tax, or otherwise).

Additionally, the personal data of the Representatives may be used by the Licensor to send commercial communications to the Licensee by physical or electronic means regarding related services other than those contracted hereunder and offered by the Licensor, as well as commercial information about events or news related to such services, provided that the Licensee has given explicit consent for such communications.

The personal data of Representatives shall be disclosed only to public administrations and competent authorities when necessary to comply with the legal obligations of the Parties. Certain service providers of the Licensor (for example, cloud hosting services) may process Representatives' personal data outside the European Economic Area (EEA). Such transfers shall be carried out under the appropriate safeguards provided in Article 46 of the GDPR, including the Standard Contractual Clauses approved by the European Commission.

Personal data shall be retained for the duration of this Agreement and, thereafter, shall be blocked for the limitation period of any legal or contractual actions, for the purpose of defending the Parties' rights.

The Representatives shall have the right to object to the processing of their personal data at any time, as well as to exercise their rights of access, rectification, erasure, portability, restriction of processing, and, where applicable, withdrawal of consent (in addition to the right not to be subject to automated individual decisions, including profiling) by sending an email to [support@audit-ai.ai](mailto:support@audit-ai.ai) (to contact the Licensor) and to the email address indicated in the contracting form (to contact the Licensee).

Likewise, the Parties and their Representatives shall have the right to lodge a complaint before competent data protection supervisory authority, in the Member State of their habitual residence, place of work or place of the alleged infringement (see the list of the European supervisory authorities here: [https://www.edpb.europa.eu/about-edpb/about-edpb/members\\_en](https://www.edpb.europa.eu/about-edpb/about-edpb/members_en)).

## 12.2. Data Processing Agreement.

Given the nature of the Services — focused on preparation and self-assessment for ISO certifications the Licensee may input into the Intelligent Assistant information containing personal data within the meaning of Regulation (EU) 2016/679 (the "GDPR").

Such processing shall be governed by the terms set out in Annex V, which regulates the conditions of the data processing arrangement between the Parties.

In that case the Licensee shall act as the Data Controller, and the Licensor, as the Data Processor, in accordance with the definitions and principles established under the GDPR.

### **13. SUBCONTRACTING**

- 13.1. The Licensee authorises the Licensor to subcontract all or part of the Services insofar as this is convenient or necessary for the fulfilment of the purpose of this Agreement. In particular, and by way of example but not limitation, the Licensee authorises the Licensor to subcontract Amazon Web Services (AWS) for the storage of the Licensee's data.
- 13.2. Neither Party may assign, transfer, or otherwise convey, in whole or in part, any of its rights or obligations arising from this Agreement to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, the Licensor may assign or transfer this Agreement, without prior authorisation from the Licensee, to any company within its corporate group or as part of a corporate reorganisation (including, without limitation, a merger, demerger, or business transfer), provided that the assignee expressly assumes all obligations set forth herein.

### **14. MISCELLANEOUS**

- 14.1. Each Party is an independent entity and, as such, may not act on behalf of or represent the other Party or any of its employees.
- 14.2. This Agreement expressly excludes any provision relating to the secondment or supply of personnel within the scope of labour law and does not establish any relationship of subordination, employment, agency, or distribution between the Licensee and the Licensor, or between the Licensor and the Licensee's employees.
- 14.3. No modification, amendment, or waiver of this Agreement or of any provision herein shall be binding upon either Party unless made or confirmed in writing by their duly authorised representatives as a formal amendment to this Agreement.
- 14.4.** If any term or condition of this Agreement is declared null or invalid, the remainder of the Agreement shall be construed as if such term or condition had never been included.

14.5. This Agreement is executed and becomes binding upon the Licensee's electronic acceptance of these terms and conditions at the time of completing the service contracting process through the Licensor's platform, without the need for any physical or digital signature.

## **15. GOVERNING LAW AND JURISDICTION**

15.1. This Agreement, together with the rights and obligations of the Parties arising hereunder, shall be governed by and construed in accordance with the laws of Spain.

15.2. The courts of the city of Barcelona shall have exclusive jurisdiction to hear and resolve any dispute arising out of or in connection with this Agreement, and the Parties expressly waive any other jurisdiction that may otherwise apply to them.

# ANNEX I - DESCRIPTION AND FUNCTIONALITIES OF THE INTELLIGENT ASSISTANT

## 1. Purpose of the Service.

The purpose of this Annex is to describe the essential characteristics of the subscription service contracted, consisting of access to a digital artificial intelligence platform (hereinafter, the “**Platform**”) developed and operated by GENERATIVE AUDIT AI S.L., intended to assist user companies in carrying out internal audits, compliance analyses and document reviews.

The service is provided under a SaaS (Software as a Service) model, accessible via online connection and subject to the general terms of use and sale set out in the main contract.

## 2. General description of the AI Assistant.

The Artificial Intelligence Assistant (the “**Assistant**”) is an automated natural language processing system that enables users to:

- Generate automatic assessments related to internal audit, control and regulatory compliance processes.
- Generate draft checklists based on the data and documents provided by the user.
- Receive explanations or indicative regulatory references, which do not constitute legal or professional advice.

The Assistant uses machine learning algorithms to analyse user inputs and generate informative responses, based on language models trained on public data, regulatory documentation and technical materials of a general nature.

## 3. Main functionalities.

The service includes the following functionalities:

1. Automated analysis of documents (e.g., internal policies, reports or procedures).
2. Generation of audit checklists.
3. User and permissions management within the client organisation.
4. Dashboard with history of results.
5. Periodic updating of the model and of the referenced regulatory content.

## 4. Limitations and scope of use.

- The Assistant does not replace human judgment or professional review.
- The system's responses are for guidance and information purposes only and do not constitute legal or audit advice.
- The user is solely responsible for verifying and validating the outputs generated by the system before any internal or external use.
- The Platform does not guarantee specific results arising from the use of the described functionalities.

## **ANNEX II - ECONOMIC OFFER**

The Price applicable to the Services shall be that corresponding to the Package selected by the Licensee at the time of contracting on the website, which may be updated by the Licensor subject to the provisions of clause 6 of the Contract.

Without prejudice to the foregoing, the Licensor may offer specific conditions negotiated between the Parties, which shall be documented in writing at the time of contracting the relevant Package.

Unless expressly stated otherwise, Prices shall be expressed in euros and shall not include Value Added Tax (VAT), which shall be added in accordance with applicable regulations.

Payment of the Price corresponding to each Package shall be made through the Licensor's website, using any of the payment methods accepted and available on the website at the time of contracting.

# ANNEX III - CONDITIONS OF USE OF THE PLATFORM AUDITAI

## 1. Overview.

Please read the following document carefully before accepting it and accessing the AuditAI platform (hereinafter, the “Platform”), available at <https://cc.audit-ai.com>, designed to support organisations and professionals in the self-assessment and preparation of internal audits in accordance with ISO standards, through generative artificial intelligence technology.

By accepting these General Terms of Use of the Platform (hereinafter, the “**Terms of Use**”), you acquire the status of user of the Platform (hereinafter, the “**User**” or “**You**”), accessing the Platform under the licence agreement (hereinafter, the “**Licence Agreement**”) entered into between **Generative Audit AI, S.L.**, with registered office in Barcelona, Passeig del Mare Nostrum, number 15, Tax Identification Number (NIF) B-75.681.080, email [support@audit-ai.ai](mailto:support@audit-ai.ai), and registered with the Barcelona Commercial Registry, Volume 1000441041344, Page 1, Sheet B 627679, Entry 1 (“**AuditAI**”), and the natural or legal person contracting access to the Platform (hereinafter, the “**Client**”).

The Client may be an organisation using the Platform for the performance of internal audits or for activities supporting the certification of its management systems, or a self-employed professional using it directly for such purposes. In the latter case, the Client and the User may be the same person. The Client shall be responsible for authorising and managing access by Users linked to its organisation, subject to the provisions of the Licence Agreement.

Through the Platform, you will have access to a range of functionalities and services (hereinafter, collectively, the “**Services**”) provided in accordance with these Terms of Use. By using the Platform in any form, you agree to be bound by these Terms of Use.

The terms of the Licence Agreement executed between the Client and AuditAI shall prevail over these Terms of Use. User access to the Services shall depend on the type of package contracted by the Client, in accordance with the provisions of the Licence Agreement and other contractual documents. Certain functionalities or capabilities (including, among others, the number of available self-assessments or storage capacity) may be available only in specific packages. It is the Client’s responsibility to inform its Users of the functionalities included in the contracted package and to manage their use in accordance with the conditions agreed with AuditAI.

## 2. Intellectual and Industrial Property.

### **2.1. Intellectual and Industrial Property of the Platform.**

The Platform — including its source code, interfaces, functionalities, technical architecture, graphic designs, generated content, manuals, technical documentation, artificial intelligence models, and any other associated elements — constitutes the exclusive property of AuditAI (or its licensors) and is protected under the applicable intellectual and industrial property laws. It may not be used, reproduced, distributed, publicly communicated, transformed, in whole or in part, or subjected to any other act of exploitation not expressly authorised by AuditAI.

Access to and use of this Platform do not grant the User any intellectual and/or industrial property rights over its technical components, content, or documentation. The User is authorised solely to use them to the extent necessary to access and use the Services, in accordance with these Terms of Use and under the Client's instructions.

Unauthorised use of registered trademarks or other protected materials is expressly prohibited and may constitute an infringement of applicable law.

### **2.2. Intellectual and Industrial Property of Data, Results and Feedback.**

The Client shall be the sole owner of, and responsible for, the data—whether personal or otherwise—documents, and any information of any nature entered into the Platform by the Client or any of its Users (hereinafter, the “**Data**”), as well as for the results generated for the Client through its use, such as findings, reports, or analyses (the “**Results**”), in the terms set out in the Licence Agreement.

The Data and Results shall be treated as confidential by AuditAI at all times and shall remain under the Client's responsibility. Each User must use them in accordance with these Terms of Use and in line with the Client's instructions.

Finally, any suggestion, comment, idea or technical information relating to the operation, performance or improvement of the Platform that is communicated by the Users to AuditAI (hereinafter, the “**Feedback**”) may be used by AuditAI in accordance with the provisions of the Licence Agreement, and such Feedback shall not be considered confidential nor give rise to any right to compensation or recognition for the Client or its Users.

## **3. Prohibited Uses.**

Without prejudice to other restrictions and limitations arising from the application of other clauses of these Terms of Use, and to the maximum extent permitted by law, the User undertakes not to carry out (nor to authorise third parties to carry out) any of the following activities without the prior, express, and written authorisation of AuditAI:

- a) Sell, resell, distribute, rent, license, or sublicense, in whole or in part, the Platform or any of its components, functionalities, or contents;

- b) Modify, adapt, transform, or create derivative works based on the Platform or any of its elements;
- c) Develop or authorise the development of successive or adapted versions of the Platform;
- d) Decompile, disassemble, reverse engineer, or perform any activity aimed at obtaining the source code of the Platform or any of its modules or algorithms;
- e) Use the Platform in any manner that jeopardises the stability, security, or integrity of the computer systems or communication networks of AuditAI, its clients, or third parties; and
- f) Use the Platform in a way that is contrary to what is expressly provided in these Terms of Use or in the licence agreement entered into between the Client and AuditAI, including, but not limited to, engaging in unlawful, fraudulent, or bad-faith activities.

For the purposes of these Terms of Use, “**Prohibited Content**” shall mean any:

- a) Data, information, or content that is illegal, offensive, abusive, indecent, defamatory, obscene, or insulting;
- b) Data, information, or content that infringes the rights of third parties of any kind (including, without limitation, intellectual and industrial property rights or personal data); and
- c) File or material containing viruses, malware, or any other element intended to damage or alter the operation of the Platform or of third-party systems.

If AuditAI becomes aware of the existence of Prohibited Content hosted, distributed, made available, or otherwise used by the User within the context of the Platform, it may proceed to its immediate removal and, where appropriate, suspend or revoke the User’s access to the Platform. All of the foregoing is without prejudice to any legal actions that may be taken depending on the severity of the breach.

#### 4. **Registration and Creation of the Account.**

In order for you to access the Services offered through the Platform, the Client will create a personal account for you (hereinafter, the “**Account**”) in accordance with the terms of the Licence Agreement. Where applicable, the Client may manage the registration, de-registration, and permissions of Users linked to its organisation.

The Account is personal and non-transferable. Information relating to the Account (including, without limitation, access credentials) is strictly confidential. The User

undertakes to diligently safeguard their credentials, not to share them or allow access to third parties, and to keep the Data and related information confidential. The User shall be responsible for all activity carried out from their Account, including activity conducted by third parties to whom the User has granted access. The User shall take all necessary measures to prevent unauthorised access, such as, by way of example, maintaining control of all devices used to access the Account and/or not disclosing the password to third parties. The User undertakes to notify immediately and, at the latest, within twenty-four (24) hours from becoming aware of it, AuditAI via our contact email [support@audit-ai.ai](mailto:support@audit-ai.ai) of any unauthorised use or use that does not comply with these Terms of Use of the Account, of the Account itself, of its access credentials, or of any functionality allowed within the Account. Likewise, the User undertakes to cooperate actively with AuditAI in the identification, analysis, and resolution of any incident or suspicion related to unauthorised or non-compliant use of the Account or of any functionality of the Platform. In order to protect the security of the Platform, AuditAI may temporarily suspend or block access to the Account when there are reasonable indications of unauthorised use, risk to the integrity of the systems, or breach of these Terms of Use of the Account, informing the User and/or the Client where possible. The validity of each User's Account shall be subject to the duration of the corresponding Licence Agreement or to their status as an authorised member designated by the Client, and AuditAI may deactivate or delete the Account if such status ceases.

## **5. Platform Services.**

The Platform provides the User with a digital environment designed to facilitate the planning, execution, and documentation of internal audits of management systems in accordance with ISO standards, through the use of technology based on artificial intelligence.

In particular, the Platform enables Users to:

- Conduct audits quickly and efficiently using artificial intelligence-based technology;
- Import and export documents related to audit processes;
- Generate checklists, reports, and other audit-related documents; and
- Store and access documents linked to completed audits.

AuditAI also provides the User with technical support services intended to assist during the registration process on the Platform, as well as to resolve incidents or questions related to the use of the Platform. Such support shall be provided through the email address [support@audit-ai.ai](mailto:support@audit-ai.ai), and queries shall be handled within a reasonable time and during business hours. AuditAI assumes no commitment regarding minimum service levels or guaranteed response times, unless expressly agreed otherwise with the Client.

Without prejudice to the foregoing, AuditAI does not guarantee continuous availability, uninterrupted operation, or the absence of errors in the Platform or its Services. Consequently, AuditAI shall not be held liable for interruptions, errors, crashes, or any other type of technical or operational incident.

## **6. Liability.**

The User undertakes to indemnify and hold harmless AuditAI, its officers, employees, and collaborators from and against any claim, damage, loss, or expense (including reasonable attorneys' fees) arising from the User's breach of these Terms of Use, applicable law, or the rights of third parties.

To the extent permitted by law, AuditAI shall not be liable to the User for any loss or damage of any kind arising from the use or inability to use the Platform, the Account, or the Results, whether such use was carried out in accordance with or in breach of these Terms of Use. The foregoing is without prejudice to any liability that may, where applicable, arise vis-à-vis the Client under the terms of the Licence Agreement.

The User shall be responsible for the Data that they enter, upload, or manage through the Platform. The User warrants that such Data do not infringe the rights of third parties, including intellectual and industrial property rights, and that they comply with all applicable regulations.

AuditAI shall not be liable for any Data or content uploaded by the Client or its Users and reserves the right to remove, suspend, or block any information it considers inappropriate or that violates these Terms of Use, applicable law, or the rights of third parties.

## **7. Warranties.**

The use of the Platform and the transmission of data over the Internet involve inherent risks that the User fully assumes. AuditAI does not guarantee that access to or use of the Platform will be uninterrupted, secure, or error-free, nor that the Platform will meet the User's specific requirements or be fit for a particular purpose.

AuditAI shall not be liable for damages or losses arising from the use of the Internet or third-party pages or platforms, including, among others, damages caused by viruses, cyberattacks, service interruptions, technical failures, or similar incidents. The User acknowledges and agrees that they use the Platform under their sole responsibility.

AuditAI may modify, update, or discontinue, in whole or in part, the Services at any time, for operational, technical, or security reasons, among others. To the extent possible, such actions will be communicated to the User in advance.

While AuditAI applies reasonable measures to ensure the accuracy, reliability, and regulatory compliance of the Platform, the Results generated depend on the Data entered by the User. Therefore, it is the User's responsibility to verify the suitability and accuracy of such Results before making decisions based on them.

The Platform and its Results are provided “as is” and “as available,” without express or implied warranties of any kind, including, among others, warranties of merchantability, fitness for a particular purpose, or non-infringement.

#### **8. Personal Data Protection.**

AuditAI will process your personal data, in its capacity as the data controller, for the management and development of the Services.

We may process your professional identification personal data communicated by the Client for the purpose of creating and managing your access credentials to the Services.

You may exercise your rights of access, erasure, restriction of processing, portability, objection, and rectification, as well as withdraw your consent, by sending an email to [support@audit-ai.ai](mailto:support@audit-ai.ai). Finally, you may also lodge a complaint before competent data protection supervisory authority, in the Member State of your habitual residence, place of work or place of the alleged infringement (see the list of the European supervisory authorities here: [https://www.edpb.europa.eu/about-edpb/about-edpb/members\\_en](https://www.edpb.europa.eu/about-edpb/about-edpb/members_en)).

Our Privacy Policy describes in detail how Users’ Personal Data are used and protected. You can consult it at the following link:

<https://docs.google.com/document/d/1GGJ9W-foIm-M34FCkiTUCEgB7gSZMy41-xIEBNPMpM>

#### **9. Jurisdiction and Applicable Law.**

Any disputes that may arise between the parties in relation to the interpretation, performance, or non-performance of these Terms of Use shall be expressly submitted to the Courts and Tribunals of the city of Barcelona, with the Parties expressly waiving any other jurisdiction that may correspond to them. Likewise, these Terms of Use shall be governed by and construed in accordance with Spanish law.

#### **10. Updating of the Terms of Use.**

AuditAI reserves the right to update, modify, or delete the information contained in these Terms of Use in order to adapt them to future legislative or case-law developments that may apply.

User access to the Platform shall be governed by the version of the Terms of Use, [Privacy Policy](#), and [Cookies Policy](#) in force and published on the Platform at any given time.

Users are advised to read these documents carefully before using the Platform or any of its Services, in order to be aware of the applicable conditions at all times.

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## ANNEX IV - EXPORTABLE DATA

The platform enables the export of all documents previously uploaded by the user, as well as the results of the automatic assessments generated by the generative artificial intelligence models, in PDF format (non-editable) and RTF format (editable).

In addition, the following metadata may be exported in PDF and RTF formats:

In addition, the following metadata may be exported in PDF and RTF formats:

- **INPUTS:** Documentation belonging to the client's management system (e.g., manuals, procedures, process sheets, records), in .doc, .docx, .xls, .xlsx, .rtf, .pdf and .txt formats.
- **OUTPUTS:** Audit findings, organised by:
  - Non-conformities (major and minor);
  - Observations;
  - Opportunities for improvement;
  - Strengths.
- Each assessment also includes its generation date and the user assigned to that execution and, where applicable, the evaluation notes entered by the auditing users, in addition to the requirement and the reference standard (metadata).

## **ANNEX V- PERSONAL DATA PROCESSED BY THE LICENSOR AS THE DATA PROCESSOR**

1. For the purposes of this Annex, all capitalised terms not otherwise justified by grammar shall have the meanings given in Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the “GDPR”).

The Licensor may process Personal Data of third parties (such as employees, customers, or suppliers) of the Licensee, solely to the extent that such data is incorporated or uploaded by the Licensee into the Intelligent Assistant within the framework of self-assessment processes or preparation for ISO certifications, in accordance with the scope of the Agreement

2. The Licensor shall act as the Data Processor, and the Licensee shall act as the Data Controller. The Data Processor undertakes and guarantees to:
  - (a) Process the Personal Data of the Data Controller solely:
    - (i) for the purpose of providing the Services and in accordance with the documented instructions of the Data Controller; and
    - (ii) in compliance with the Agreement and for the purposes specified therein.
  - (b) Notify the Data Controller if it is required to process Personal Data in a manner different from that set out in point (a) above, prior to such processing, unless applicable law prohibits such notification for reasons of significant public interest.
  - (c) Not determine the purposes or means of processing the Personal Data of the Data Controller.
  - (d) Inform the Data Controller if applicable legislation prevents compliance with the instructions received or with the obligations established in this Annex.
  - (e) Implement and maintain appropriate technical and organisational security measures, as required by applicable data protection regulations, in order to protect the Personal Data of the Data Controller against accidental or unlawful destruction, loss, alteration, or unauthorised access or disclosure.
  - (f) Treat all Personal Data of the Data Controller as confidential information and refrain from disclosing it without the prior written consent of the Data Controller, unless disclosure is required by law or by judicial or administrative order.

- (g) Take reasonable steps to ensure that personnel granted access to the Personal Data of the Data Controller:
  - (i) are aware of its confidential nature and their corresponding confidentiality obligations; and
  - (ii) comply with the obligations established in this Agreement.
- (h) Notify in writing, (*e.g.*(by email) the Data Controller of:
  - (i) any instruction which, in its opinion, infringes applicable law;
  - (ii) any actual or suspected security breach, unauthorised access, misuse, loss, damage, or other risk that could compromise the security, confidentiality, or integrity of Personal Data (a “**Security Breach**”);
  - (iii) any notification, complaint, communication, or request received directly from a Data Subject, Supervisory Authority, or any other public body concerning any Personal Data processed on behalf of the Data Controller, refraining from responding to such communications unless expressly authorised by the Data Controller; and
- (b) In the event of a Security Breach, provide the Data Controller with reasonable cooperation and assistance necessary to comply with any notification obligations arising under applicable law.
- (c) At the expense of the Data Controller, provide reasonable cooperation and assistance with respect to any complaints, communications, or requests from a Data Subject, including:
  - (i) providing full details of such complaint, communication, or request;
  - (ii) providing the Data Controller with any Personal Data relating to the Data Subject in its possession, and, upon request, in a structured, commonly used, machine-readable format;
  - (iii) rectifying, erasing, or restricting the processing of any such Personal Data, or refraining from further processing it; and
  - (iv) implementing appropriate technical and organisational measures to help demonstrate compliance with this paragraph.
- (d) At the expense of the Data Controller, provide necessary cooperation and assistance in connection with any data protection impact assessment or regulatory consultation that may be legally required in relation to the processing of the Data Controller’s Personal Data.

- (e) Make available to the Data Controller all reasonable information necessary to demonstrate compliance with the obligations established in this Annex and to allow the performance of reasonable audits or inspections, upon at least fifteen (15) business days' prior written notice.
- (f) Refrain from subcontracting any processing operations unless a written agreement is entered into with the subcontractor imposing the same obligations as those set out in this Annex. The Data Controller hereby grants the Licensor a general authorisation to subcontract processing operations. Under this general authorisation, the Licensor may engage or replace Subprocessors, provided that prior written notice is given to the Data Controller.

The Data Controller expressly authorizes the Licensor to engage Amazon for AWS services as a Subprocessor for the purpose of providing the Services. Amazon's privacy policy is available at: <https://aws.amazon.com/es/compliance/data-privacy/>.

- 2.1. Upon termination of the provision of the Services, the Data Processor shall securely delete or return all Personal Data processed on behalf of the Data Controller, unless applicable law requires its retention. In such a case, the Processor shall ensure its confidentiality and proceed to its destruction as soon as the legal obligation ceases to exist.
- 2.2. To the extent that the provision of the Services requires an international transfer of Personal Data outside the European Economic Area to countries that do not provide an adequate level of protection, the Data Processor shall inform the Data Controller and ensure that such transfer is carried out pursuant to the Standard Contractual Clauses or another valid transfer mechanism recognised under applicable law.