

Individual Contributor License Agreement

In order to clarify the intellectual property license granted with Contributions from any person or entity, Industria de Diseño Textil, S.A. ("INDITEX") must have a Contributor License Agreement ("CLA" or "Agreement") signed by each Contributor accepting the license terms below.

By signing this CLA, You accept and agree to the following terms and conditions for Your Contributions submitted to INDITEX. Except for the license granted herein to INDITEX and recipients of software distributed by INDITEX, You reserve all right, title, and interest in and to Your Contributions.

For the sake of clarity, in order to make any Contribution to a Work of INDITEX, it is necessary to sign this CLA and submit a PDF copy of the same to [E-MAIL ADDRESS] (please, do not copy any other persons or lists). Please read this document carefully before signing and keep a copy for Your records.

Contributor's full name

Corporate's representant name

Mailing address

Country

Telephone

Email

Github User Account

Work or project to witch You are submitting the contribution via github:

This Agreement is effective as of the Effective Date below. The rights that you grant to us under these terms are effective on the date you first submitted a Contribution to us, even if your submission took place before the date you agreed to these terms and conditions.

1. Definitions.

1.1 “You” (or “Your”) shall mean the owner of Property Rights present within the Contribution or natural person/legal entity authorized by such owner that is making this Agreement with INDITEX.

For legal entities, the entity making a Contribution and all other entities that control, are controlled by, or are under common control with that entity are considered to be a single contributor.

For the purposes of this definition, “control” means (i) the power, direct or indirect, to cause the direction or management of such entity, whether by contract or otherwise, or (ii) ownership of fifty percent (50%) or more of the outstanding shares, or (iii) beneficial ownership of such entity.

1.2 “Contribution” shall mean any original work of authorship, including any modifications or additions to an existing work, that is submitted by You to INDITEX for inclusion in, or documentation of, any of the products owned or managed by INDITEX, as well as any other element protected or protectable by any other intellectual property right of any nature whatsoever.

For the purposes of this definition, “submitted” means any form of electronic, verbal, or written communication sent to INDITEX or its representatives, including but not limited to communication on electronic mailing lists, source code control systems, pull request, and issue tracking systems that are managed by, or on behalf of, INDITEX for the purpose of discussing and improving the Work, but excluding communication that is conspicuously marked or otherwise designated in writing by You as “Not a Contribution.”

The Contribution shall include, but is not limited to, the elements listed above under the heading “Elements included in the Contribution”, its source code, technical documentation, and user manuals.

1.3 “Property Rights” shall mean (i) all rights recognized by intellectual property legislation, whether of a patrimonial or exploitative nature (including, by way of example, but not limited to, the rights of reproduction, distribution, public communication, transformation, and making available to the public), for any purpose, by all means or procedures, whether analog or digital, now known, and for any mode of use, inclu-

ding related or neighboring rights to copyright and sui generis rights on databases, (II) all rights recognized by industrial property legislation (including, without limitation, and solely as an exemplary list, trademarks, trade names, designs, patents, or utility models), (III) all rights recognized by trade secrets legislation, (IV) image rights; and (V) internet domain names, including in all cases the power to request timely registrations and entries for the obtaining or protection of these rights. For clarification purposes, Property Rights include the faculty to create and exploit derivative works of the Contributions.

1.4 “Work/s” shall mean any preexisting work, product – including software components, materials and programs – or creation, developed, owned, managed or otherwise under the control of INDITEX.

2. Grant of Property Rights.

2.1 Subject to the terms and conditions of this Agreement, You hereby grant to INDITEX, its affiliates, and any other company or legal entity within its control, and to any recipients of software from INDITEX a perpetual, worldwide, non-exclusive, no-charge, royalty-free, irrevocable license over any Property Rights present within the Contribution to use, to reproduce, and to prepare derivative works of, publicly display, publicly perform, sublicense, and distribute Your Contribution and such derivative works.

2.2 The Contributor acknowledges that this license grant entails INDITEX conducting an internal assessment of the contribution. This evaluation encompasses both automated and manual code inspections.

Furthermore, the Contributor acknowledges that INDITEX retains the discretion to exercise the rights conferred herein. There exists no obligation for INDITEX to integrate the contribution into the Project or to exercise said rights.

3. Guarantees

3.1 You represent and warrant that You are legally entitled to grant the above license. If Your employer(s) or any other third party holds any rights, title or interest to intellectual, industrial or other property rights that may encompass the Contribution, You represent that You have received explicit permission from Your employer, or that Your employer has released such rights, for You to make Contribution on behalf of that employer to INDITEX, or alternatively, that your employer has executed a separate CLA with INDITEX.

3.2 You represent that each of Your Contributions is an original creation of Your own. You further represent that Contribution includes comprehensive and comple-

te details of any third-party license or other restriction (including, but not limited to, related patents and trademarks) of which you are personally aware and which are associated with any part of the Contribution.

If You intend to submit a work that is neither Your original creation nor it is authorized to be submitted by the owner of Property Rights to such work, You must do so separately from any Contribution. You should provide complete details regarding the source of the work and of any associated licenses or other applicable restrictions (including, but not limited to, related patents, trademarks, and license agreements) of which you are personally aware. Furthermore, You must clearly label such work as "Submitted on behalf of a third-party: [NAME OF THIRD PARTY]". Moreover, You represent that each person employed by You or by your employer that holds rights, title or interest over the Contribution, has authorized and is authorized to submit the Contribution.

3.3 You agree to immediately notify INDITEX of any facts or circumstances that come to Your attention, or You become otherwise aware of, that may make these representations inaccurate in any respect.

3.4 By submitting any Contribution to INDITEX, You represent and warrant that such Contribution shall be free from (I) errors and defects that may adversely affect the performance, functionality, or use of the Works, (II) any form of malware, included but not limited to logic bombs, trojans, worms, viruses, spyware, or any other malicious code or software that may compromise the security or integrity of the Works, (III) any bugs, glitches, exploits or other issues that could hinder the proper operation or functionality of the Works.

By submitting a Contribution, You acknowledge and agree that any breach of these minimum quality assurance requirements may result in the rejection of the Contribution by INDITEX. Additionally, INDITEX reserves the right to initiate any legal actions that may assist them in law as a consequence of Your breach of these necessary minimum quality assurance requirements.

4. Miscellaneous.

4.1 Independent Contractors

The relationship of the parties under this Agreement is that of independent contractors. Therefore neither party shall have the authority to act as the agent of the other party, nor represent such party in any instance, case or circumstance.

Nothing in this Agreement should be understood as the creation of an employment relationship, nor the creation of a joint-venture between INDITEX and You and/or the

Contributor.

4.2 Entire agreement

This Agreement constitutes the sole and complete agreement between the parties pertaining to the subject matter hereof, and supersedes all prior oral negotiations and written agreements regarding the subject matter of this Agreement.

In the event that any provision is held to be invalid, such provision shall be modified to the extent necessary to make it enforceable. The invalidity of one provision will not affect the remaining provisions. If any provision of this Agreement is found to be invalid or unenforceable and cannot be modified to the extent necessary to ensure its enforceability, such provision shall be severed from this Agreement and the remainder of this Agreement shall be interpreted so as to best reflect the original intent of the parties.

4.3 Prevalence

In case of any separate agreement between the Contributor and INDITEX relating to the subject matter of the CLA; the terms of such separate agreement shall apply in addition and prevail.

In the event that the rights obtained by INDITEX in the separate contracts with the Contributor do not grant the same rights provided in the CLA, the clause of assignment of intellectual property rights provided in the CLA shall be deemed applicable, without affecting other provisions, clauses or provisions of the contract with INDITEX.

Such separate agreements shall not affect other participants of the Project.

4.4 Modifications

Any amendments and modifications to the CLA must be agreed upon text form to be binding.

5. Processing of Your personal data

INDITEX informs You that it will process Your personal data as the controller for purposes relating to the maintenance and execution of this Agreement and for documentary management purposes and, accordingly, the data storage period will be limited to the necessary to fulfil the above referred purposes, notwithstanding the storage of data that may be required subsequently for the time during which liability may arise from the processing, in compliance with the applicable legislation and as amended from time to time. The legal basis for the processing of Your personal data is, thus, the execution of this Agreement.

For the aforementioned purpose and, as the case may be, for the performance of legal obligations, INDITEX needs to afford access to Your data to other service providers and collaborators in the Inditex Group, in any case located in the European Economic Area, whose activities are related to the promotion, construction, maintenance and real estate exploitation, transport, logistic, distribution, decoration, textile, finished clothing and home products and any other supplementary activities thereto, including cosmetics and leather products, and the development and support of electronic commerce.

You may exercise Your rights of access, rectification, objection, erasure, portability and restriction of processing by sending an e-mail to dataprotection@inditex.com. You also have the right to lodge a complaint before the responsible national supervisory authority and, in any case, before the Spanish Data Protection Authority.

For any question relating to the processing of Your personal data, you may contact the Data Protection Officer of INDITEX at: dataprotection@inditex.com.

6. Governing law and jurisdiction

This Agreement, including any conflict arising between the parties as a consequence of its execution, shall be governed and construed in accordance with the laws of Spain.

The parties undertake to amicably resolve any dispute that may arise in the interpretation, performance or construction and understanding of this Agreement. If within a period of fifteen days it should prove impossible to reach an amicable solution, the dispute shall be submitted to the jurisdiction of the Courts of the City of Madrid, Spain. To this end, the parties hereby explicitly and voluntarily waive their own legal forum if different.

7. Electronic signature

The parties hereby agree that this Agreement may be executed with electronic signatures and shall be valid and binding on the parties.

Effective date: