

TERMS AND CONDITIONS OF USE FOR ULISES GRC

1. INTRODUCTION

These Terms and Conditions of Use apply to the Ulises GRC software (hereinafter "Software"), provided by the company Ulises Governance, Risk and Compliance S.L., with Tax Identification Code B67380394 and registered office at Calle Caspe, 80, 4º, 1ºC, 08010, Barcelona, registered in folio 47 of page 532.885 of Volume 46.847 of the Mercantile Register of Barcelona (hereinafter "Ulises GRC").

You (hereinafter "User"), have access to the Program by virtue of an agreement (hereinafter "Agreement") previously signed between Ulysses GRC (directly or through a duly authorised Partner) and your company (hereinafter "Company"). In relation to the terms of service and ownership of the content, please refer to the previously established Agreement.

These Terms and Conditions of Use shall apply on a mandatory basis, to the extent that they do not contradict the Agreement, from the time the User first accesses the Programme and for as long as the User has access to the Programme.

2. GENERAL CONDITIONS OF USE

The User may use, access and view the Programme solely for the purpose of fulfilling the Agreement.

Access to or use of the Programme for illegal or unauthorised purposes, whether or not for financial gain, is not permitted and, more specifically and without the following list being exhaustive, is prohibited:

- Use the Software in a way that may intentionally cause damage, interruptions, inefficiencies or defects in its functionality.
- Use the Programme for the transmission, installation or publication of any viruses, malicious code or other programmes or files harmful to the Programme or to a third party;
- Use the Programme to transmit or publish any material of a defamatory, offensive, racist, vulgar, denigrating, pornographic, or obscene or threatening nature or the dissemination of which otherwise contravenes the law; material found by the User in the detection and monitoring of risks (including criminal) and which is to be stored in the Programme is not included in this prohibition;
- Use the Software in a manner that constitutes an infringement of the rights of Ulysses GRC or any third party;
- Use the Programme illegally, against good faith, morality and public order;
- Use the Programme to transmit material for advertising or promotional purposes, including spam, chain letters or similar; use of the Programme for the implementation, maintenance, communication, monitoring and improvement of a governance, risk and compliance system in the Company to which the User belongs, including chain letters to all parties affected by such a system, is not included in this prohibition;
- Use the Programme to collect personal data of other Users; except for the data necessary for the fulfilment of the purpose for which the licence of use is granted, i.e.

for the implementation, maintenance, communication, monitoring and improvement of a governance, risk and compliance system;

- Accessing the Programme under a false identity, impersonating a third party or using a profile or performing any other action that may mislead other Users as to the identity of the origin of a message;
- Unauthorised access to any section of the Programme, other systems or networks connected to the Programme, any Ulysses GRC server or the services offered through the Programme, by hacking or forgery, password mining or any other illegitimate means;
- Breach, or attempt to breach, the security or authentication measures of the Programme or any network connected thereto, or the security or protection measures inherent in the content offered in the Programme;
- Take any action that intentionally causes disproportionate or unnecessary strain on the Programme's infrastructure or on Ulysses GRC's systems or networks, as well as on systems and networks connected to the Programme;

If the User fails to comply with any of the above obligations, Ulysses GRC reserves the right to suspend, modify, restrict or interrupt, either temporarily or permanently, access, browsing, hosting and/or downloading of the content and/or use of the Programme, under the terms established in the Agreement, without the possibility of claiming any compensation for this cause.

Ulysses GRC reserves the right to review or audit by its own or external means the use of the Programme by the User to verify its compliance with these Conditions and Terms of Use, under the terms established in the Agreement and without such review or audit affecting the information that the Company or the User includes in the Programme except that directly related to the licensing of Ulysses GRC, such as the number of fields and types entered in the Programme.

3. ACCESS TO THE PROGRAMME

The User may use, access and view the Programme solely for the purpose of fulfilling the Agreement.

Ulysses GRC will provide the User with a User Code and Password with permissions to access the Programme. The User agrees to the proper use of the Programme as set out in these Terms and Conditions of Use.

The User Code and Password provided to the User are personal and non-transferable, and the User must take due care in the lesson of the same and in preventing access or use by third parties on their behalf of the user codes and passwords.

The User undertakes, in relation to access to the Programme, to:

- Diligently use the User Code and Password.
- Maintain the secrecy and confidentiality of these, not to cede their use to third parties, either temporarily or permanently, nor to allow access to them to outsiders.
- Immediately notify Ulysses GRC of the loss, theft, misplacement, unauthorised access or breach of security of user codes or passwords as soon as possible.

- To be liable for activities carried out through the use of user codes or passwords in accordance with the provisions of Law 34/2002 of 11 July 2002 on Information Society Services and Electronic Commerce (hereinafter the "LSSI") and insofar as applicable in the Agreement.

4. OBLIGATIONS OF ULISES GRC

Ulysses GRC shall keep the Software and the functionalities set out in the Agreement available to the Company and to such users as the Company may determine.

Ulysses GRC shall implement and maintain the necessary technical and organisational measures to protect the Company's and the User's information against any breach of security arising from accidental causes or against unlawful destruction, loss, alteration or unauthorised disclosure of or access to such information. These measures shall be consistent with industry standards.

5. NOTIFICATION OF IRREGULARITIES

If the User becomes aware of the existence of any content that is illicit, illegal, contrary to the law or that could involve an infringement of intellectual or industrial property rights, of the applicable regulations on the protection of personal data and/or any other right, he/she must notify Ulises GRC immediately so that it can proceed to adopt the appropriate measures.

6. LIMITATION OF LIABILITY

Ulysses GRC does not control the User's use of the Programme and has no actual knowledge of whether the activity or data or information submitted for processing by the Programme is unlawful or injurious to the property or rights of any third party.

The User undertakes to use the Programme under the terms established in section 2 "General conditions of use", in full compliance with current legislation.

The use of the Programme by the User does not guarantee the fulfilment of all its obligations in terms of compliance that are attributed to it by the applicable regulations, Ulises GRC not being in any case responsible for the non-fulfilment of any of these obligations on the part of the User.

7. INTELLECTUAL AND INDUSTRIAL PROPERTY

Ulysses GRC is the exclusive owner and/or holder of the corresponding licences for the Software and any other elements of their respective ownership to which the User may have access within the framework of the contract.

Said ownership extends to all intellectual, industrial or any other type of property rights relating to the Programme, including, among others, the rights of reproduction, distribution, public communication, making available and transformation of the Programme and any of its elements, including the source code, object code, technical documentation, user manual, etc., as well as any other element related to or derived from these.

Ownership includes any modifications or updates, as well as all intellectual property rights: on trademarks, logos and visual appearance and any other elements that may contain intellectual property of any kind of Ulises GRC's own, its authorised partners or other users.

Ulysses GRC shall not acquire any intellectual property rights over the information that the User incorporates into the Programme.

By accepting these Terms and Conditions of Use, no intellectual, industrial or any other type of property rights relating to the programme or any other element owned by Ulysses GRC shall be understood to have been assigned in favour of the User, beyond the right to use it under the terms established in this Agreement and in the binding Contract.

In accordance with the foregoing, and except as permitted by applicable law, including Royal Decree Law 1/1996 approving the revised text of the Intellectual Property Law, the User undertakes, unless expressly authorised by Ulises GRC, not to:

- Duplicate, reproduce, sell, rent, lease, license, distribute, or otherwise use the Software and/or any of its elements for any use other than as expressly authorised in the Agreement.
- Decompiling, modifying, reformatting, translating, hacking, reverse engineering, disassembling, or otherwise accessing the source code of the Software, notwithstanding that applicable law expressly permits such activities regardless of any agreement to the contrary between the Parties.
- Split or fragment the Programme into different parts or modules to be used independently.
- Make copies of the Programme, not even a back-up copy, without prejudice to the information entered and processed within the Programme and any back-up copies that may be made of such information.
- Alter or remove any notices regarding intellectual, industrial or other property rights included in the Programme.
- Infringe the intellectual, industrial or any other type of property rights that Ulises GRC holds over the Programme and any other elements of its respective ownership.
- Develop computer programs, applications, or other software products that perform a function similar to that of the Programme, except for strictly internal use within your organisation.
- Register trademarks, trade names, or any other distinctive signs associated or that could be associated with the Programme.
- Develop inventions of any kind that integrate computer programs, applications, or software products of any other kind, which perform a function similar to that of the Programme, except for strictly internal use within your organisation.

The User agrees that any questions, comments, suggestions or other information provided that is not personal or does not deal with information entered by the User in the Program transferred to Ulysses GRC (hereinafter the "Feedback") becomes the sole and exclusive property of Ulysses GRC upon receipt. Furthermore, you agree that Ulysses GRC may freely use such information and exploit it in any manner, ideas, concepts, know-how or techniques contained within such feedback for any purpose whatsoever without your consent or that of any third party, unless expressly opposed by the User. The User thereby transfers to Ulysses GRC all rights to the feedback of the Programme.

There are no implied licences in these Terms and Conditions of Use and all rights not mentioned herein are deemed to be reserved, without prejudice to the information that the User has entered into the Programme in compliance with the Agreement and which is the property of the Company.

8. UPDATES OR CHANGES TO THE PROGRAMME

Ulysses GRC may, at its discretion, make modifications to the Programme, including improvements, corrections or new features, as well as updates. These updates will be immediately and automatically available to the User from the date of release. In the event that new features are optional, they will be made available to the User under the applicable Agreement.

9. MODIFICATIONS

Ulysses GRC reserves the right to modify these Terms and Conditions of Use at any time. If it occurs, Ulysses GRC will publish any changes through any type of communication addressed to the User, notifying the User according to the channels established in the binding Agreement. In any case, the modification of the present Conditions and Terms of Use will be in accordance with the Agreement, the latter prevailing in case of contradiction.