

## GENERAL CONDITIONS OF ACCESS TO AND USE OF ELIA - PROFESSIONALS

(In force since 01/01/2020)

### 1. TERRITORY, PURPOSE AND SCOPE OF THE GENERAL CONDITIONS

These provisions (hereinafter, the “GENERAL CONDITIONS”) regulate the terms and conditions that govern access to and use of the technological tool “ELIA” (hereinafter, the “ELIA TRANSLATOR”), that ELEKA INGENIARITZA LINGUISTIKOA, S.L.U. (an entity legally constituted under Spanish law, with registered office in Usurbil (Gipuzkoa), Zelai Haundi, 3, Polígono industrial Osinalde, registered in the Companies Register of Gipuzkoa, in volume 1,972, folio 71, page SS-21.026 and with N.I.F. B-20779161) makes available to professional customers who contract it (hereinafter, the “CUSTOMER”).

These provisions (hereinafter, the “GENERAL CONDITIONS”) regulate the terms and conditions that govern access to and use of the technological tool “ELIA” (hereinafter, the “ELIA TRANSLATOR”), that ELEKA INGENIARITZA LINGUISTIKOA, S.L.U. (an entity legally constituted under Spanish law, with registered office in Usurbil (Gipuzkoa), Zelai Haundi, 3, Polígono industrial Osinalde, registered in the Companies Register of Gipuzkoa, in volume 1,972, folio 71, page SS-21.026 and with N.I.F. B-20779161) makes available to professional customers who contract it (hereinafter, the “CUSTOMER”).

Without prejudice to the foregoing, access to and use of certain functionalities and/or services included in the ELIA TRANSLATOR may be subject to specific conditions (hereinafter, the “SPECIFIC CONDITIONS”) which, as the case may be, shall replace, supplement and/or modify the GENERAL CONDITIONS and which, in the event of contradiction, shall prevail over the latter. Consequently, before using said functionalities or services, the CUSTOMER shall accept the SPECIFIC CONDITIONS that regulate them, via the corresponding acceptance system.

By contracting the access to and use of the ELIA TRANSLATOR, the CUSTOMER expressly and unreservedly accepts the GENERAL CONDITIONS, and this acceptance will have the same validity and effectiveness as any written and signed contract. In the event that the CUSTOMER does not fully accept the GENERAL CONDITIONS, they shall not be authorised to use the ELIA TRANSLATOR.

### 2. DEFINITIONS

For the purposes of the GENERAL CONDITIONS, the following terms are defined as follows:

- **GENERAL CONDITIONS:** These provisions and their Annexes.
- **SPECIFIC CONDITIONS:** Any specific conditions related to the access and use of certain functionalities and/or services included in the ELIA TRANSLATOR that, where appropriate, are established in addition to the GENERAL CONDITIONS.
- **CONTRACT:** Jointly, the GENERAL CONDITIONS and the SPECIFIC CONDITIONS, if any.

- **ELEKA:** ELEKA INGENIARITZA LINGUISTIKOA, S.L.U.
- **CUSTOMER:** The legal entity or professional individual contracting access to and use of the ELIA TRANSLATOR in their professional activity.
- **PARTY(IES):** Jointly, ELEKA and the CUSTOMER, or each individually, as applicable.
- **ELIA TRANSLATOR:** The online translation technology tool that ELEKA makes available to CUSTOMERS who contract it.
- **API REST:** Application programming interface provided by ELEKA that allows integration of the ELIA TRANSLATOR with CUSTOMER APPLICATIONS (as defined below).
- **API CAT:** A special licence key to connect the ELIA TRANSLATOR with certain PROFESSIONAL TOOLS (as defined below).
- **PLUGIN:** Complementary software for connecting the ELIA TRANSLATOR with certain PROFESSIONAL TOOLS (as defined below).
- **API(s):** Jointly, API REST, API CAT and PLUGIN, or each individually, as applicable.
- **WEBSITE ACCESS POINT:** The web access portal to the ELIA TRANSLATOR available at the URL address [www.elia.eus](http://www.elia.eus), or any other URL address that may replace it in the future.
- **ELIA APP:** The application for mobile devices that allows access to and use of the ELIA TRANSLATOR from the device and is available to download from Google and Apple app markets.
- **SOFTWARE:** The set of software and other technological assets and services hosted on a cloud computing system and that make up the ELIA TRANSLATOR, including the APIs, when provided by ELEKA, in addition to the WEBSITE ACCESS POINT and ELIA APP.
- **CUSTOMER APPLICATIONS:** The software or service developed by or on behalf of the CUSTOMER, which is integrated with the ELIA TRANSLATOR via the API REST.
- **PROFESSIONAL TOOLS:** Professional translation tools that are integrated with the ELIA TRANSLATOR via the API CAT (e.g. Wordfast, SDL Trados Studio, etc.).
- **PROFESSIONAL VERSION:** The version of the ELIA TRANSLATOR for professional use, whose content, scope and TECHNICAL SPECIFICATIONS (as defined below), are indicated at the WEBSITE ACCESS POINT.
- **CUSTOMISED VERSION:** The version of the ELIA TRANSLATOR for professional use, whose content, scope and TECHNICAL SPECIFICATIONS (as defined below), are indicated at the WEBSITE ACCESS POINT.

- **PROFESSIONAL VERSION(S):** Jointly, the PROFESSIONAL VERSION and CUSTOMISED VERSION, or each individually, where applicable.
- **AVAILABLE LANGUAGES:** The languages translated by the ELIA TRANSLATOR, and which are always indicated at the WEBSITE ACCESS POINT.
- **WORD LIMIT:** The maximum number of words, for each PROFESSIONAL VERSION, that can be translated per CUSTOMER request.
- **TECHNICAL SPECIFICATIONS:** The specifications and functionalities, including the AVAILABLE LANGUAGES, WORD LIMITS and any other functionalities, which are defined for each PROFESSIONAL VERSION and which remain accessible from the WEBSITE ACCESS POINT.
- **INTERNAL USER(S):** Users in the CUSTOMER's company who are authorised to access and use the ELIA TRANSLATOR.
- **CREDENTIALS:** The credentials, user IDs and/or passwords that are assigned to the CUSTOMER for access to and use of the ELIA TRANSLATOR.
- **LICENCE FOR USE:** The right to access and use the ELIA TRANSLATOR, granted by ELEKA to the CUSTOMER on signing the CONTRACT.
- **SINGLE USER LICENCE:** LICENCE FOR USE for a single INTERNAL USER.
- **GROUP LICENCE:** LICENCE FOR USE granted as a multi-user licence or for multiple INTERNAL USERS.
- **CUSTOMER CONTENT:** Texts, documents or content that the CUSTOMER or their INTERNAL USERS send to or upload to the ELIA TRANSLATOR for their subsequent translation.
- **PROCESSED CONTENT:** Texts, documents or content that the ELIA TRANSLATOR generates automatically from the CUSTOMER CONTENT, in response to the CUSTOMER's translation request.
- **PRICE:** The amount that the CUSTOMER must pay to ELEKA for the LICENCE FOR USE.
- **FORCE MAJEURE:** Any circumstance or event of an extraordinary, unforeseeable or unavoidable nature, beyond the control of ELEKA, such as strikes of any kind, fires, floods, lack of power supply, lack or shortage of raw materials, breakdowns or accidents in ELEKA's facilities or those of its third party service providers, situations arising from the current COVID-19 health alert, other similar situations that may occur in the future and any others that arise after formalising the CONTRACT and that make it temporarily or definitively impossible, or excessively burdensome, for ELEKA to fulfil its obligations.
- **CONFIDENTIAL INFORMATION:** Any information or knowledge, including technological, scientific, industrial, commercial, organisational, financial or other know-how, owned by one of the PARTIES and to which the other PARTY has access during the

use of the ELIA TRANSLATOR by the CUSTOMER, including, but not limited to, information related to business plans, financial forecasts, sales reports, non-personal data in general, the SOFTWARE, and the ELIA TRANSLATOR itself in its entirety, patents, trademarks, utility models and any other intellectual or industrial property rights and/or applications thereof (whether registered or not), inventions, processes, designs (graphic or otherwise), manuals, computer passwords, source codes, their use and/or exploitation, in respect of which there is written evidence of their confidential or exclusive nature, or which could be considered as such by an average person, taking into account the concurrent circumstances.

- **OWNER:** The PARTY who owns the CONFIDENTIAL INFORMATION.
- **RECIPIENT:** The PARTY who receives the CONFIDENTIAL INFORMATION.

### **3. GENERAL DESCRIPTION AND CHARACTERISTICS OF THE ELIA TRANSLATOR**

#### **3.1. Nature, content and functionalities of the ELIA TRANSLATOR**

The ELIA TRANSLATOR is modular technological solution designed and developed by ELEKA, comprising a multilingual machine translator based on artificial intelligence technologies, accessible via a web platform and/or application for mobile devices, and which can be integrated with PROFESSIONAL TOOLS and CUSTOMER APPLICATIONS via website services.

The ELIA TRANSLATOR includes the SOFTWARE that is made available to the CUSTOMER in the form of Software as a Service (SaaS).

Each PROFESSIONAL VERSION is subject to its own TECHNICAL SPECIFICATIONS. In any case, the right of access and use that the CUSTOMER acquires by virtue of the CONTRACT shall be limited to the specific PROFESSIONAL VERSION that they have contracted.

It is hereby stated, for all appropriate purposes, that the translations generated using the ELIA TRANSLATOR are fully automated and without human intervention, and therefore shall in no case be understood to have been reviewed and validated by ELEKA, its employees or its collaborators.

#### **3.2. LICENCE FOR USE**

The formalisation of the CONTRACT between the PARTIES through the acceptance of the GENERAL CONDITIONS and, where applicable, the SPECIFIC CONDITIONS, grants the CLIENT a USER LICENCE, giving them the right to access and use the ELIA TRANSLATOR, limited to the TECHNICAL SPECIFICATIONS established for the specific PROFESSIONAL VERSION contracted, and with the content and scope set out in the GENERAL CONDITIONS.

This LICENCE FOR USE is temporary, non-exclusive, non-transferable and worldwide, and is subject to payment of the corresponding PRICE.

Depending on the PROFESSIONAL VERSION contracted, and the access system chosen by the CUSTOMER, the LICENCE FOR USE will be configured as a SINGLE USER LICENCE or as a GROUP LICENCE.

### **3.3. Updates**

During the term of the LICENCE FOR USE, ELEKA will provide the CUSTOMER with the updates and upgrades of the SOFTWARE and the ELIA TRANSLATOR which, for each PROFESSIONAL VERSION, are made generally available to its customers at no cost to the CUSTOMER.

The CUSTOMER shall be responsible for using the most updated PROFESSIONAL VERSION released by ELEKA, who shall not be liable for any malfunctions that would have been fixed by an update or upgrade.

### **3.4. Additional services**

The CONTRACT expressly excludes any additional services that the CUSTOMER might request, such as IT consultancy services or the performance by ELEKA of any adaptations or specific IT developments for the CUSTOMER which, where applicable, shall be the subject of a specific contract between the PARTIES.

## **4. ACCESS TO AND USE OF THE ELIA TRANSLATOR**

### **4.1. Technical requirements**

The CUSTOMER shall be responsible for having their own IT equipment, mobile devices and Internet connections that enable them to access and make use of the ELIA TRANSLATOR, without ELEKA assuming any obligation to the CUSTOMER regarding the provision, on any basis, of such elements and/or THIRD PARTY APPLICATIONS.

Similarly, if the CUSTOMER has contracted a PROFESSIONAL VERSION that allows the integration of the ELIA TRANSLATOR with CUSTOMER APPLICATIONS and/or PROFESSIONAL TOOLS, the CUSTOMER shall (i) ensure the proper functioning of these applications and tools; (ii) observe the specific technical requirements established for the API supplied by ELEKA; and (iii) proceed with the installation, operation and maintenance of the API, without any action being required of ELEKA in relation to these concepts.

By exception to the above, ELEKA shall provide the CUSTOMER, where necessary, with an API integration support service to respond to any queries they may have with regard to integrating the API with the CUSTOMER APPLICATIONS.

In any case, the CUSTOMER must keep their web browser and/or mobile devices up to date in order to guarantee the proper functioning of the ELIA TRANSLATOR.

### **4.2. CUSTOMER registration**

Access to and use of the PROFESSIONAL VERSION of the ELIA TRANSLATOR requires that the CUSTOMER registers via the system established by ELEKA for such purpose.

Registration as “CUSTOMER” in the PROFESSIONAL VERSION is limited to:

- Professional individuals who wish to use the ELIA TRANSLATOR in their professional activity; and
- Entities or legal persons who wish to use the ELIA TRANSLATOR in their business activity.

By registering, the CUSTOMER or their representative guarantees to ELEKA that (i) they are of legal age and have the requisite legal capacity to enter into contracts or that they duly represent, having the sufficient powers, an entity or legal person with such capacity; (ii) they or the entity or legal person they represent meet the above requirements at the time of registering; and (iii) that all information they have provided for registration is true.

### **4.3. Access to and use of the ELIA TRANSLATOR**

#### **4.3.1. Access versions**

Once registration has been completed, the ELIA TRANSLATOR can be accessed and used according to the PROFESSIONAL VERSION contracted, via the following means:

- Website access: Access and use via the web browser and by using the platform available at the WEBSITE ACCESS POINT.
- App access: Access and use via the ELIA APP.
- API access: Where it has been contracted, the ELIA TRANSLATOR can be integrated with CUSTOMER APPLICATIONS and/or PROFESSIONAL TOOLS using the corresponding API provided by ELEKA.

This allows the CUSTOMER to send CUSTOMER CONTENT from CUSTOMER APPLICATIONS and/or PROFESSIONAL TOOLS to the ELIA TRANSLATOR, to then obtain PROCESSED CONTENT from the ELIA TRANSLATOR.

#### **4.3.2. ACCESS CREDENTIALS**

The CUSTOMER must make diligent use of the ACCESS CREDENTIALS assigned to them or to their INTERNAL USERS, and both the CUSTOMER and, where applicable, their INTERNAL USERS, shall be responsible for their proper custody and confidentiality, undertaking not to transfer their use to third parties, either temporarily or permanently, and not to allow access to them to third parties.

In the event of theft, loss or unauthorised access to these ACCESS CREDENTIALS, the CUSTOMER shall immediately notify ELEKA so that it can proceed with their cancellation. Under no circumstances shall ELEKA be responsible for any actions carried out by unauthorised third parties who use the CUSTOMER's ACCESS CREDENTIALS or those of its INTERNAL USERS if ELEKA has not been notified of the aforementioned theft, loss or unauthorised access.

#### 4.3.3. Available functionalities and uses

The use and functionalities of the ELIA TRANSLATOR shall be limited in each PROFESSIONAL VERSION to the TECHNICAL SPECIFICATIONS established for this purpose, including the AVAILABLE LANGUAGES, WORD LIMITS, the document translation functionality, the statistics functionalities and any other current or future functionalities.

#### 4.3.4. Management of CUSTOMER CONTENT and PROCESSED CONTENT

ELEKA will only store the CUSTOMER CONTENT and PROCESSED CONTENT on its infrastructure to the extent technically necessary to ensure the proper use and operation of the ELIA TRANSLATOR.

In any case, ELEKA shall be entitled to create and retain records of access to and use of the ELIA TRANSLATOR for the management and security of its infrastructure and for billing and/or statistical purposes, without the CUSTOMER having any right to oppose such action.

#### 4.3.5. PERMITTED USES AND RESTRICTIONS

By means of the LICENCE FOR USE, the CUSTOMER acquires the right of access and personal, temporary, non-exclusive, non-transferable use of the ELIA TRANSLATOR, being entitled to use it in their professional activity, subject to the provisions of the GENERAL CONDITIONS.

However, the CUSTOMER shall not carry out any of the following actions:

- Modify or create products derived from the ELIA TRANSLATOR, the SOFTWARE or any documentation relating to the same that is made available to them;
- Attempt to decompile, disassemble, reverse engineer or decipher the source code of the SOFTWARE;
- Sell, lease or rent, in whole or in part, the use of the ELIA TRANSLATOR and/or the SOFTWARE;
- Remove or alter any trade mark, logo or any other proprietary notice, legend, symbol or label contained in, or integrated into, the ELIA TRANSLATOR and/or the interface.
- Use the ELIA TRANSLATOR, the SOFTWARE or the APIs for any illegal activity, including the development of any application that infringes the rights of third parties; and
- Send any information or data to ELEKA via the ELIA TRANSLATOR whose processing is contrary to law, morality and/or public order.



## 5. DURATION

The LICENCE FOR USE and the rights of access to and use of the ELIA TRANSLATOR included therein are established for an initial term of 1 year, which shall commence upon the signing of the CONTRACT.

This term may be extended for equal and successive periods of 1 year, provided that the CUSTOMER (i) submits a request to ELEKA before the end of the initial term or the end of the last extension requested; and (ii) the CUSTOMER is up to date with payment of the PRICE at the time of making the request.

The CUSTOMER may request at any time and without prior notice the total cessation of the use of the ELIA TRANSLATOR, without such request entitling the CUSTOMER to a refund of any payments made in relation to its previous use.

Similarly, the LICENCE FOR USE and, consequently, the CONTRACT, shall also terminate automatically and without prior notice if the CUSTOMER breaches the GENERAL CONDITIONS.

## 6. ECONOMIC CONDITIONS

### 6.1. PRICE

As payment for the LICENCE FOR USE, during the term of the CONTRACT the CUSTOMER shall pay ELEKA the fixed monthly amounts or the variable amounts according to use that, for each PROFESSIONAL VERSION, are in force at any time.

Unless expressly agreed otherwise between the PARTIES, the PRICE applicable during the first period of validity shall be that published at the WEBSITE ACCESS POINT at the time of signing the CONTRACT. This PRICE shall be reviewed and updated in each extension of the duration of the LICENCE FOR USE, if any, applying at all times the updated PRICE published at the WEBSITE ACCESS POINT at the time of each extension.

The amounts resulting from the provisions of this Clause shall be increased by VAT or any other taxes applicable at the time of their accrual.

### 6.2. Method of payment

The CUSTOMER may pay the PRICE using any of the following methods:

- By credit or debit card, through the website functionality available at the ACCESS POINT. In this case, invoices will be generated and issued automatically at the time of payment.
- Payment by bank transfer, within 30 days of the issue of the corresponding invoice.



## **7. AVAILABILITY, SECURITY AND GUARANTEE**

### **7.1. Availability of the ELIA TRANSLATOR**

The ELIA TRANSLATOR shall be available for access and use 24 hours a day, 365 days a year, through the access systems specified in Clause 4.3.1.

However, its availability is not guaranteed in the event of FORCE MAJEURE or situations beyond the control of ELEKA. For this purpose, considered as “beyond the control” of ELEKA, will be any incidences related to (i) the CUSTOMER’s IT equipment or mobile devices; (ii) the communication networks and interconnection elements used by the CUSTOMER, whether they belong to the CUSTOMER or to third parties external to ELEKA; (iii) CUSTOMER APPLICATIONS or THIRD PARTY APPLICATIONS; and (iv) technology services provided by third parties (e.g. servers or cloud computing storage services contracted with ELEKA’s provider.)

Similarly, access to the ELIA TRANSLATOR may be interrupted temporarily for security or maintenance reasons or for restructuring resources, without this entailing any breach of ELEKA’s obligations. However, every effort will be made to ensure that such interruptions have a minimal impact on the CUSTOMER. In the case of scheduled downtime, the CUSTOMER will be notified in advance whenever possible.

Finally, ELEKA reserves the right to suspend and/or block access to and use of the ELIA TRANSLATOR, without prior notice, to any CUSTOMER who breaches the GENERAL CONDITIONS or, where applicable, the SPECIFIC CONDITIONS.

### **7.2. Security**

ELEKA maintains implemented and updated the corresponding technical measures which, in view of the state of the art, are deemed appropriate for strengthening the security of the ELIA TRANSLATOR, as well as the integrity, availability and confidentiality of the information processed by it.

However, the CUSTOMER should be aware that the security measures of IT systems on the Internet are not entirely reliable and that, therefore, ELEKA cannot guarantee (i) the continued availability of the content and services included in the ELIA TRANSLATOR; (ii) the absence of errors in said content or the correction of any defects that may occur; (iii) the non-existence of viruses or other harmful elements that may cause alterations in the CUSTOMER’s IT systems (software and hardware) or in their electronic documents and files contained therein; nor (iv) the infallibility of the security measures adopted.

In any case, the GENERAL CONDITIONS do not in themselves provide any guarantee regarding the security of the CUSTOMER’s IT equipment and/or mobile devices or the CUSTOMER’s own infrastructure and network, the protection of which shall be the responsibility of the CUSTOMER.

The CUSTOMER shall not delete, alter, evade or manipulate any protection device or security system that may be installed on the ELIA TRANSLATOR.

### **7.3. Guarantee**

ELEKA guarantees the CUSTOMER the proper functioning of the ELIA TRANSLATOR in the following terms:

- The proper functioning of the SOFTWARE is guaranteed, as well as the correction of any defects associated with the SOFTWARE's programming.

The aforementioned correction of defects in the SOFTWARE's programming shall be understood to be limited to the modifications that are necessary to correct any faults discovered.

- Excluded from the guarantee are: (i) technological services provided by third parties (e.g. servers or cloud computing storage services contracted with ELEKA's provider), which shall be subject to the guarantee terms and conditions established by their respective owners; and (ii) any defects corrected by an update and/or upgrade of the NON-PROFESSIONAL VERSION already made available to the CUSTOMER by ELEKA.
- Also excluded are any errors or defects due to causes beyond the control of ELEKA. This exclusion covers, among others, errors or defects caused by the actions of the CUSTOMER, its INTERNAL USERS or third parties external to ELEKA, as well as those caused by media external to the ELIA TRANSLATOR, such as the CUSTOMER's IT equipment or mobile devices.
- Any type of alteration or modification of the SOFTWARE carried out by personnel external to ELEKA without the latter's authorisation shall automatically entail the forfeiture of the guarantee.

The CUSTOMER accepts that the ELIA TRANSLATOR is provided for use "as is" and ELEKA, therefore, does not guarantee its suitability for the specific purposes pursued by the CUSTOMER. Accordingly, ELEKA shall not incur any liability if, regardless of the TECHNICAL SPECIFICATIONS defined for each PROFESSIONAL VERSION, the ELIA TRANSLATOR is not suitable for the specific needs of the CUSTOMER.

## **8. INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS TRADE SECRET**

The SOFTWARE and any other assets, documents or information that, in any format, are made available to the CUSTOMER through the ELIA TRANSLATOR, as well as the corresponding exploitation rights that apply to such elements or the trade secrets that they constitute, are the property of ELEKA and/or third parties and are protected by Spanish intellectual property, industrial property and/or trade secrecy laws, and by the provisions of applicable international treaties.

Acceptance of the GENERAL CONDITIONS does not transfer to the CUSTOMER the intellectual and/or industrial property exploitation rights of the SOFTWARE and, in general, of the ELIA TRANSLATOR and/or the trade secrets included therein, which, without prejudice to the right of use acquired by the CUSTOMER by virtue of the LICENCE FOR USE, shall remain the exclusive property of their respective owners.

Accordingly, and pursuant to Clause 4.3.5, the CUSTOMER shall not decompile, disassemble, reverse engineer, sublicense or otherwise transmit, translate or make derivative works of the SOFTWARE and, in general, of the ELIA TRANSLATOR.

The inclusion in the ELIA TRANSLATOR and/or in the user interface of references to brand names, trade marks, logos or other distinctive signs, whether registered or not, owned by ELEKA, is subject to the prohibition of use of the same without the express consent of ELEKA.

## **9. DATA PROCESSING AND CONFIDENTIALITY**

### **9.1. Protection of non-personal data**

The non-personal data processed as a result of the use of the ELIA TRANSLATOR shall in all cases be the property of the CUSTOMER, and the processing of this data shall be subject to the obligation of confidentiality established in Clause 9.3.

For the aforementioned purposes, non-personal data is any information that is not considered as personal data and which is processed, within the terms set out in REGULATION (EU) 2018/1807, as a result of the use of the ELIA TRANSLATOR.

Notwithstanding the foregoing, the CUSTOMER expressly authorises ELEKA to access and process data and information regarding their use of the ELIA TRANSLATOR in order to ensure its proper use and to improve its operation and user experience.

### **9.2. Protection of personal data**

#### **9.2.1. Processing of CUSTOMER data:**

Any personal data provided by the CUSTOMER and/or their representative when signing the CONTRACT, and any other data that they may, during the validity of the LICENCE FOR USE, provide within the framework of its execution (e.g. name and surname, ID number, postal address, email address, credit/debit card number, bank account number, etc.), will be processed by ELEKA in order to facilitate the proper management and execution of the contractual relationship between both PARTIES and on the legal basis thereof.

The aforementioned personal data will only be communicated to public entities or bodies if considered necessary for compliance with ELEKA's legal obligations.

In this context, it is hereby stated that the provision of said personal data by the CUSTOMER and/or their representative where required, as well as the aforementioned communication to the corresponding public entities or bodies, are necessary and constitute a contractual requirement, in such a way that, if this data is not provided and/or the aforementioned communication is not made, the granting and enjoyment of the USER LICENCE will not be possible.

The aforementioned personal data shall be kept for the time strictly necessary for the proper performance of the CONTRACT established between the PARTIES and, where necessary,

for any additional storage periods that ELEKA must observe in order to comply with its legal obligations.

The CUSTOMER and/or their representative shall have the right to (i) request access to their personal data, to have it rectified or erased, to its portability, and to object to or restrict its processing, where appropriate, by writing to ELEKA in accordance with the provisions established for notification purposes in Clause 11; and (ii) lodge a complaint with the Spanish Data Protection Authority or any other competent supervisory authority, especially if they have not obtained satisfaction in the exercise of their rights.

#### 9.2.2. Processing of CUSTOMER data:

As use of the ELIA TRANSLATOR by the CUSTOMER implies the processing of personal data by ELEKA and/or third party subcontractors of the latter under the responsibility of the CUSTOMER, both PARTIES recognise their obligation to comply with the legal provisions regarding privacy, in accordance with the applicable regulations in Spain.

The aforementioned processing of personal data shall be subject to the Data Processing Agreement attached as an **Annex** to the GENERAL CONDITIONS.

#### 9.3. Confidentiality

During the use of the ELIA TRANSLATOR, both the CUSTOMER and ELEKA will have access to CONFIDENTIAL INFORMATION concerning the other PARTY, and this exchange of information shall be subject to the obligation of secrecy set out in this Clause.

In this context, the RECIPIENT undertakes to:

- Use the CONFIDENTIAL INFORMATION for the sole purpose of fulfilling their obligations under the GENERAL CONDITIONS.
- Adopt the appropriate measures to guarantee the secrecy of the OWNER's CONFIDENTIAL INFORMATION, so that it does not enter the public domain or become known to third parties.
- Not disclose the OWNER's CONFIDENTIAL INFORMATION to third parties (including employees), with the exception of those employees who require access to it in accordance with the GENERAL CONDITIONS.

Not included under the term "CONFIDENTIAL INFORMATION", and therefore excluded from this confidentiality obligation, are information, technical data and know-how:

- That are in the public domain, unless this circumstance arises as a consequence of an action or omission by the RECIPIENT.
- That the RECIPIENT became aware of through a third party entitled to disclose them.
- In respect of which the OWNER authorises their disclosure in writing.

## 10. LIABILITY

Pursuant to Clause 4.2, use of the ELIA TRANSLATOR is reserved for professional natural persons, entities or legal persons who intend to use it in their professional activity, and it may therefore not be used by private individuals who are considered as consumers.

ELEKA does not and shall not assume any liability whatsoever to the CUSTOMER or to third parties arising from the use or non-use by the CUSTOMER of the ELIA TRANSLATOR, beyond what is expressly indicated in the guarantees regulated in Clause 7.3

In particular and without being exhaustive, ELEKA shall not be liable to the CUSTOMER or to third parties for any damages arising from (i) human error in the use of the ELIA TRANSLATOR by the CUSTOMER and/or its INTERNAL USERS; (ii) use of the ELIA TRANSLATOR outside the TECHNICAL SPECIFICATIONS defined by ELEKA; and (iii) events of FORCE MAJEURE or events beyond the control of ELEKA (as defined in Clause 7.1).

ELEKA shall also not be liable for any damages claimed by the CUSTOMER and/or any third parties that may be qualified as consequential damages, loss of profit, loss of business, damage to image or loss of business reputation.

Finally, ELEKA'S liability for all items that are directly attributable to the use of the ELIA TRANSLATOR may not exceed the amount equivalent to the price received by the latter as payment for its use in each PROJECT.

## 11. MISCELLANEOUS

### 11.1. Notifications

The PARTIES designate the following addresses for notification purposes:

- ELEKA INGENIARITZA LINGUISTIKOA, S.L.U.  
Zelai Haundi kalea 3, Osinalde industrialgunea  
20170 Usurbil (Gipuzkoa)  
e-mail: info@elia.eus.
- CUSTOMER:  
Postal and email address provided during registration.

Notifications to be made by the PARTIES in accordance with the provisions of the GENERAL CONDITIONS shall be made in writing, sent to the aforementioned addresses by any means that proves it receipt, date of issue and content, including by email, which is accepted by both PARTIES as a valid form of notification.

Only notifications made in accordance with this Clause will be valid and effective. Changes of address shall not be effective until 2 calendar days after their notification.

**11.2. Independence of the Clauses**

Should any of the Clauses of the GENERAL CONDITIONS be deemed null and void or voidable, this shall not invalidate the other GENERAL CONDITIONS, which shall remain in force and effect.

**11.3. Headings**

The headings of the GENERAL CONDITIONS are included for reference purposes only and in no way affect or limit the meaning and content of these GENERAL CONDITIONS.

**11.4. Full contract**

No modification or amendment of the GENERAL CONDITIONS shall be valid unless it is expressly accepted by both PARTIES by means of a physical or digital procedure that allows the content of the modification and its acceptance by the PARTIES to be verified.

**11.5. Computation of days**

Any reference to “days” in the GENERAL CONDITIONS shall refer to calendar days, unless expressly stated otherwise.

**11.6. Applicable law and jurisdiction**

These GENERAL CONDITIONS are subject to Spanish law.

For the resolution of any conflict that may arise from the access to and use of the ELIA TRANSLATOR, the CUSTOMER and ELEKA agree to expressly submit to the Courts and Tribunals of Donostia-San Sebastián (Gipuzkoa), waiving any other general or special jurisdiction that may correspond to them, to the extent permitted by current applicable legislation.

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#### ANNEX 4. DATA PROCESSING AGREEMENT

The access to and use of the ELIA TRANSLATOR will involve the processing of certain personal data by ELEKA in its capacity as Data Processor and under the responsibility of the CUSTOMER.

This processing of personal data shall be subject to the provisions contained in (i) Regulation (EU) 2016/769 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter, the “GDPR”); and (ii) Organic Law 3/2018, of 5 December 2018, on the Protection of Personal Data and Guarantee of Digital Rights (hereinafter, the “LOPDGDD”), and shall be governed by the provisions set out in the CONTRACT and by the following provisions:

##### 1. PROCESSING AND PERSONAL DATA CONCERNED

ELEKA shall process the personal data necessary to facilitate the CUSTOMER’s use of the ELIA TRANSLATOR, in accordance with the provisions of Article 28 of the GDPR, the LOPDGDD and the rest of the Spanish and European Union regulations applicable to the protection of personal data.

Such processing shall be carried out on the personal data under the responsibility of the CUSTOMER (hereinafter, the “PERSONAL DATA”), which are identified below:

<b>PROCESSING TO BE CARRIED OUT</b>	<input type="checkbox"/> Collection <input type="checkbox"/> Recording <input checked="" type="checkbox"/> Structuring <input checked="" type="checkbox"/> Alteration/translation <input checked="" type="checkbox"/> Storage <input type="checkbox"/> Retrieval <input type="checkbox"/> Consultation <input checked="" type="checkbox"/> Disclosure by transmission <input type="checkbox"/> Dissemination <input type="checkbox"/> Interconnection <input type="checkbox"/> Combining <input type="checkbox"/> Restriction <input checked="" type="checkbox"/> Erasure <input checked="" type="checkbox"/> Destruction <input type="checkbox"/> Communication <input type="checkbox"/> Other: .....
<b>PURPOSE OF THE PROCESSING</b>	<input checked="" type="checkbox"/> Management of customers, accounts, taxes and administration <input type="checkbox"/> Payroll management <input type="checkbox"/> Provision of asset solvency and credit services <input type="checkbox"/> Economic, financial, and insurance services <input type="checkbox"/> Advertising and commercial research <input type="checkbox"/> Guides/repertoires for communications services <input type="checkbox"/> Provision of electronic certification services <input type="checkbox"/> Management of associative, cultural, recreational, sports activities <input type="checkbox"/> Education <input type="checkbox"/> Health management and control <input type="checkbox"/> Private security <input type="checkbox"/> Video surveillance <input type="checkbox"/> Security and building access control <input checked="" type="checkbox"/> Human Resources <input type="checkbox"/> Occupational risk prevention <input type="checkbox"/> Compliance/non-compliance with monetary obligations <input type="checkbox"/> Profile analysis



	<input type="checkbox"/> Provision of electronic communication services <input type="checkbox"/> Electronic commerce <input type="checkbox"/> Management of associates or members of political parties, trade unions, churches <input type="checkbox"/> Social welfare management <input type="checkbox"/> Epidemiological research and similar activities <input type="checkbox"/> Clinical history <input type="checkbox"/> Statistical, historical or scientific purposes <input type="checkbox"/> Other: .....
<b>TYPE OF DATA</b>	<input checked="" type="checkbox"/> Identification data <input checked="" type="checkbox"/> Personal characteristics <input checked="" type="checkbox"/> Academic or professional <input checked="" type="checkbox"/> Commercial information <input type="checkbox"/> Social circumstances <input type="checkbox"/> Employment details <input type="checkbox"/> Economic, financial or insurance <input checked="" type="checkbox"/> Goods or services transactions <input type="checkbox"/> Special category of data: ..... <input type="checkbox"/> Other: .....
<b>CATEGORIES OF STAKEHOLDERS</b>	<input checked="" type="checkbox"/> Employees <input checked="" type="checkbox"/> Customers and users <input checked="" type="checkbox"/> Providers <input type="checkbox"/> Associates or members <input type="checkbox"/> Owners or tenants <input type="checkbox"/> Patients <input type="checkbox"/> Students <input checked="" type="checkbox"/> Contact persons <input type="checkbox"/> Parents or guardians <input checked="" type="checkbox"/> Legal representative <input type="checkbox"/> Applicant <input type="checkbox"/> Beneficiaries <input type="checkbox"/> Public officials <input type="checkbox"/> Other: .....

## 2. ELEKA'S OBLIGATIONS

- a) ELEKA shall limit itself to carrying out the actions that are necessary to facilitate the use of the ELIA TRANSLATOR by the CUSTOMER in accordance with the provisions of the GENERAL CONDITIONS and adapting to the instructions given by the CUSTOMER at any time.

If ELEKA considers that any of the CUSTOMER's instructions infringes the GDPR, the LOPDGDD or any other EU or Member State data protection provisions, it shall inform the CUSTOMER of this situation immediately.

- b) It shall not carry out any other processing of the PERSONAL DATA, nor shall it apply or use them for any purpose other than that stated in the previous point a).
- c) It shall ensure the necessary training in personal data protection for the persons authorised to process the PERSONAL DATA.
- d) It shall keep a written record of all processing activities carried out in relation to the CUSTOMER, with the content and scope established by the GDPR and the LOPDGDD for this purpose.

- e) It shall store the PERSONAL DATA in its own or third party infrastructures located in the European Economic Area and shall not disclose, transfer or communicate them in any other way to other persons.
- f) If ELEKA needs to transfer PERSONAL DATA to a third country or to an international organisation under Union or Member State law applicable to them, they shall inform the CUSTOMER of this legal requirement in advance, unless such law prohibits it for important reasons of public interest.
- g) It shall make available to the CUSTOMER all information necessary to demonstrate compliance with its obligations.
- h) It shall designate, where appropriate, a Data Protection Officer and shall communicate their identity and contact details to the CUSTOMER.

### **3. SECURITY OF PERSONAL DATA**

ELEKA shall implement the security measures and mechanisms necessary to ensure an adequate level of security, taking into account the state of the art and the cost of their application with respect to the risks and the nature of the PERSONAL DATA, and shall in any case:

- a) Ensure the continued confidentiality, integrity, availability and resilience of processing systems and services.
- b) Restore the availability of and access to PERSONAL DATA promptly in the event of a physical or technical incident.
- c) Regularly verify, evaluate and assess the effectiveness of the technical and organisational measures implemented to ensure the security of the processing.

In particular, ELEKA shall maintain the following security measures:

- a) Each user among its staff shall have access only to the resources necessary for performing their functions, with mechanisms established to prevent a user from accessing resources that they do not require access to.
- b) Keep an up-to-date list of users and user profiles, as well as their authorised accesses.
- c) When access is made remotely, through telecommunications networks, such access shall be carried out with measures that guarantee a level of security equivalent to local access.

To this end, ELEKA shall have mechanisms in place to uniquely identify and authenticate users from among its staff, limiting the possibility of repeated attempts at unauthorised access. If this system is based on the use of passwords, these shall expire periodically.

- d) It shall keep an incident log, informing the CUSTOMER of any incidents occurring in the operation of the ELIA TRANSLATOR.
- e) No tests shall be carried out on PERSONAL DATA.

- f) It shall establish backup and recovery procedures, as well as the necessary procedures for the destruction of documentation and information.
- g) It shall train and inform its personnel of the obligations arising from current data protection legislation.
- h) It shall inform the CUSTOMER of the identity of its Data Protection Officer or, failing this, the identity of the person or persons directly responsible for the implementation and inspection of such security measures.
- i) It shall provide, if required by the CUSTOMER, a descriptive report of the measures adopted to ensure the confidentiality and integrity of the data processed on its behalf and of the documentation provided by the CUSTOMER.

#### **4. NOTIFICATION OF BREACHES TO THE SECURITY OF THE PERSONAL DATA**

ELEKA shall notify the CUSTOMER, without undue delay and, in any event, within a maximum period of seventy-two (72) hours, of any breaches of security of the PERSONAL DATA in its charge of which it becomes aware, including all relevant information for the documentation and communication of the incident in accordance with the provisions of the GDPR and the LOPDGDD.

Where, and to the extent that it is not possible to provide all the information at the same time, the information may be provided in phases without undue delay.

#### **5. DUTY OF CONFIDENTIALITY**

ELEKA shall be subject to the corresponding duty of secrecy and confidentiality for the entire duration of the contractual relationship with the CUSTOMER and, depending on the type of information in question, for the maximum additional periods provided for in the applicable legislation in force.

ELEKA guarantees that the persons in their organisation who are authorised to process the PERSONAL DATA undertake, expressly and in writing, to respect confidentiality and to comply with the relevant security measures.

Authorised persons shall mean any person who, irrespective of the legal nature of the relationship between them and ELEKA, by any means, may have access to the PERSONAL DATA.

#### **6. SUBCONTRACTING**

ELEKA is authorised to subcontract third-party technological services to third parties and, consequently, the processing of PERSONAL DATA that these services entail.

The subcontracting of any other services involving the processing of PERSONAL DATA, the contracting of any other subcontractors and/or their substitution shall require prior, express authorisation granted in writing by the CUSTOMER.

In any case, such subcontractors shall also be subject to compliance with the obligations set forth in this document for ELEKA and to the instructions issued by the CUSTOMER.

## **7. RIGHTS OF THE PARTIES**

ELEKA shall assist the CUSTOMER in responding to the exercise of data protection rights of data subjects (rights of access, rectification, erasure, objection, restriction of processing, data portability, and the right not to be subject to automated individual decision-making).

## **8. THE CUSTOMER'S OBLIGATIONS**

The CUSTOMER has the following obligations:

- a) To carry out the analysis of risks that may arise from the processing activity that is to be commissioned and, on the basis of such analysis, to indicate to ELEKA the technical and organisational measures which, apart from those predefined by the latter, must be implemented for the processing of the PERSONAL DATA.
- b) To carry out, if necessary, an assessment of the impact on the protection of personal data of the processing operations covered by this Data Processing Agreement.
- c) To carry out prior consultations with the competent data control authority, where applicable.
- d) To ensure, prior to and throughout the processing, ELEKA's compliance with the GDPR and the LOPDGDD.
- e) To monitor the processing, including the carrying out of inspections and audits where appropriate.

## **9. OBLIGATION TO RETURN OR DESTROY PERSONAL DATA**

Upon expiry or termination or the LICENCE FOR USE for any reason, and unless the CUSTOMER requests its destruction, ELEKA shall return to the CUSTOMER any information containing PERSONAL DATA provided by the CUSTOMER or otherwise accessed by the CUSTOMER in connection with their access to and use of the ELIA TRANSLATOR.

The return of this information shall be verified by means of the delivery or placing at the disposal of the CUSTOMER, or a person designated by the CUSTOMER, the PERSONAL DATA in a commonly used format.

Once the return process has been completed, ELEKA shall proceed to destroy the PERSONAL DATA contained in its IT equipment and other media.

Notwithstanding the provisions of the preceding paragraphs, ELEKA may retain the PERSONAL DATA and the processed information, duly blocked, in the event that liabilities arise from its relationship with the CUSTOMER .

Once the statute of limitations period for the actions requiring the storage of the PERSONAL DATA has elapsed, ELEKA shall destroy the PERSONAL DATA.