

1. DEFINITIONS

In these General Conditions for the SMARTLINK Service (hereinafter, **CGSS**), the following terms shall have the meanings set forth below:

- **"Agreement"**: means the agreement between JASO and the Customer consisting of the provision of the SMARTLINK Service and any annex thereto, including these CGSS.
- **"JASO"**: means *JASO EQUIPOS DE OBRAS Y CONSTRUCCIONES, S.L.* (hereinafter "JASO"), with Tax Identification Number B-20775839, domiciled in Idiazabal (Gipuzkoa), Ctra. N-I Madrid-Irún, km. 415, registered in the Commercial Registry of Gipuzkoa, Volume 1,963, Folio 140, Sheet SS-20761, the company marketing the provision of the SMARTLINK Service to the Customer.
- **"Customer"**: means the customer identified in the Agreement.
- **"User"**: means a person authorized by the Customer to access and use the SMARTLINK Service.
- **"SMARTLINK Service"**: means the online service for the registration and transmission of data from the JASO Tower Cranes purchased or rented by the Customer, available through the website <https://smartlink-optimus.jaso.com>.
- **"JASO Tower Cranes"**: means the fleet of JASO Tower Cranes to be monitored through the SMARTLINK Service as specified in the Agreement.
- **"Initial Term"**: means the duration of the first Agreement for the SMARTLINK Service.
- **"Term"**: means the number of years specified in the Agreement.

2. GENERALITIES

- 2.1. The SMARTLINK Service provided by JASO, and any other associated services, shall be subject to these CGSS, unless otherwise agreed in writing. Any conditions or agreements not expressly incorporated herein shall have no value or legal effect unless they have been expressly accepted in writing by JASO in the Agreement or in the particular conditions agreed between the Parties.
- 2.2. The subscription of any order, agreement, or contract shall entail the waiver by the Customer of its own general conditions and/or any other stipulation and the acceptance of these CGSS.
- 2.3. All contracting of the SMARTLINK Service must be made in writing and shall be subject to JASO's express approval.
- 2.4. It shall be deemed that the Customer has been notified of these CGSS from the moment it receives an offer from JASO accompanied by these CGSS. Alternatively, they shall be deemed as having been notified if the Customer has received them beforehand in the course of its commercial relationship with JASO, being regarded in such case as accepted by the Customer for all purposes upon execution of the Agreement.
- 2.5. Should the competent Courts declare any provision of these CGSS null and void, the remaining provisions shall continue in full force and effect. In such case, the Parties shall negotiate and attempt to reach an agreement concerning the text of an alternative clause to replace the

repealed provision, whose purpose and content shall be as similar as possible to the latter.

- 2.6. In the event that any matter is not foreseen in these CGSS for the SMARTLINK Service, the **General Conditions of Sale of JASO** shall apply.

3. SMARTLINK SERVICE

- 3.1. The Customer hereby receives a non-transferable and non-exclusive right to access the SMARTLINK website for the registration and transmission of data concerning its fleet of JASO Tower Cranes.
- 3.2. The website allows the Customer to access, analyze and export relevant data from its JASO Tower Cranes from any computer or web-enabled device with an Internet connection, as well as to perform diagnostics and activate alerts for its monitored JASO Tower Cranes.
For the SMARTLINK Service to operate properly, the Customer shall be responsible for:
 - 3.2.1. Ensuring connectivity and proper care and maintenance of the devices installed by JASO on its Tower Cranes for the SMARTLINK Service, consisting of the screen, modem and PLC.
 - 3.2.2. Ensuring that it has a functional web browser and Internet access suitable for the SMARTLINK Service with sufficient capacity.
 - 3.2.3. Correctly configuring the SMARTLINK Service by properly setting up the Tower Cranes, including all their technical characteristics.
 - 3.2.4. Keeping in good condition the equipment required for the correct transmission of data of the SMARTLINK Service, including power supply and Internet connection of the router.
 - 3.2.5. Ensuring proper maintenance of the GPS system of the router associated with the SMARTLINK Service, guaranteeing continuous and accurate transmission of the equipment's location.
- 3.3. The correct functioning of the SMARTLINK Service will partially depend on circumstances beyond JASO's control for which the Customer is responsible pursuant to clause 3.2 above.
- 3.4. JASO shall subcontract the transmission of data between the Tower Cranes and the SMARTLINK platform to a mobile telecommunications operator and therefore cannot guarantee:
 - 3.4.1. That the electronic communication services used to transmit the data will be continuously available in all locations (for example, due to gaps in network coverage or the operator's right to suspend services for maintenance, safety, or by order of the competent authorities, etc)
 - 3.4.2. The transmission speed of such data.
- 3.5. The SMARTLINK Service is provided "as is" and "as available". Consequently, the Customer acknowledges that the Service may not be, or may cease to be, available due to various factors including, without limitation, scheduled or unscheduled system maintenance, fortuitous events, software failure, telecommunication infrastructure problems, delays or failures due to viruses, denial-of-service attacks, fluctuations in demand, third-party actions or omissions, or any other cause beyond JASO's reasonable control. Therefore, JASO expressly excludes any term, condition, or warranty, express or implied, regarding the availability, accessibility, or operation of the

SMARTLINK Service and/or system, insofar as such unavailability is beyond JASO's control.

- 3.6. The Customer acknowledges that the use of the SMARTLINK Service shall be at its sole risk. Likewise, the Customer shall be solely responsible for the evaluation of the data extracted from the SMARTLINK Service, as well as any activated alerts.
- 3.7. The Customer acknowledges and agrees that JASO shall have access to the use the Customer makes of the SMARTLINK Service and to the data collected thereunder, and may collect, process, store, and use such data. Nevertheless, JASO declares that personal and location data shall be subject to clause 13 herein.
- 3.8. The Customer shall notify JASO of any change in the ownership of the crane or equipment fitted with the SMARTLINK Service within a maximum period of ten (10) calendar days from the date such change occurs.

4. SIM CARDS

- 4.1. JASO shall provide the Customer with SIM cards for each of its JASO Tower Cranes subscribed to the SMARTLINK Service. The Customer shall use said SIM cards exclusively:
 - 4.1.1. In combination with the monitored JASO Tower Cranes; and
 - 4.1.2. for the transmission of data between the JASO Tower Cranes and the SMARTLINK Service.
- 4.2. Ownership of the SIM cards supplied by JASO shall remain with JASO.
- 4.3. The Customer shall indemnify, defend, and hold JASO harmless from and against any loss, damage, penalty, cost, or expense (including attorney's fees) arising from or related to third-party claims—particularly from mobile communication service providers—alleging that the Customer's use of the SIM cards supplied by JASO does not comply with the Agreement.

5. ACCESS CREDENTIALS

- 5.1. JASO shall provide the Customer with the necessary access credentials for the User defined by the Customer, such as account names, usernames, and passwords. For security reasons, the Customer must change the passwords provided immediately after the first access to the SMARTLINK Service and keep such credentials confidential.
- 5.2. The Customer shall be responsible for any use of the SMARTLINK Service where the User has gained access through the Customer's credentials, even if the Customer has not consented to or was unaware of such use.
- 5.3. JASO shall be excluded from any liability for any kind of loss or damage arising from the Customer's or other users' access to or use of the service contrary to these CGSS.
- 5.4. JASO may withdraw or suspend, at any time and without prior notice, the provision of the service to the Customer in the event of breach of the Agreement, these CGSS, or applicable law, without assuming any liability whatsoever. Should the breach not be remedied, JASO may automatically terminate the Agreement without any compensation being due to the Customer.

6. FEES AND PAYMENT

- 6.1. The Customer shall pay JASO for the provision of the SMARTLINK Service as stated in the Agreement. All prices shall be expressed in euros (EUR), excluding taxes and levies.
- 6.2. Payment for the service shall be made in full at the time of contracting and shall cover a minimum period of one (1) year.
- 6.3. If the Customer decides not to contract the SMARTLINK Service when purchasing a new Tower Crane but requests the crane to be equipped for it, the Customer may later request JASO to activate the SMARTLINK Service.
- 6.4. The price of the SMARTLINK Service shall be that stated in the Agreement at the time of contracting and may be reviewed upon renewal of the service.
- 6.5. In the case of the SmartService subscription, the number of inquiries included without additional charge shall be limited to twelve (12) inquiries or twelve (12) hours. If this limit is exceeded, prior notice shall be given and subsequent inquiries shall be invoiced at the unit rate specified in Service Tariff 2.0.
- 6.6. If no SMARTLINK Agreement exists, service activities shall be invoiced in accordance with Service Tariff 2.0.
- 6.7. Charges shall be due in advance for the contracted duration and in accordance with the agreed payment terms. Unless otherwise agreed, JASO shall collect all payments in advance as specified in the Agreement. If payment is not made:
 - 6.7.1. The Customer shall be deemed in default, without need of prior notice, and all JASO's claims against the Customer shall become immediately due and payable.
 - 6.7.2. JASO reserves the right to suspend the Customer's access to and use of the SMARTLINK Service until all outstanding amounts (including interest and costs) have been settled.

7. TERM

- 7.1. The SMARTLINK Service shall come into effect as from the date of the signature of the Agreement by the Customer.
- 7.2. After the Initial Term, the Agreement shall be automatically renewed for successive additional periods of one (1) year each. Two (2) months prior to the renewal of the SMARTLINK Service, JASO shall issue and send the Customer an automatic invoice for the amount corresponding to such renewal year. Should the Customer fail to pay said invoice within the established period, JASO shall apply the provisions set forth in clause 6.
- 7.3. Should the Customer later wish to reactivate the SMARTLINK Service, it may request JASO to do so, in which case JASO shall issue an updated invoice from the new start date of the reactivated SMARTLINK Service.
- 7.4. If, at any time in the future, the Customer wishes to cancel the SMARTLINK Service, it shall notify JASO at least three (3) months in advance.

8. TERMINATION

- 8.1. If the Customer commits a breach of any of its obligations or if there is reasonable doubt as to whether

such obligations will be fulfilled, JASO shall be entitled to cancel and rescind the Agreement, and no compensation or indemnity shall accrue in favor of the Customer in such cases. JASO may also take legal action to enforce any other rights hereunder, in particular, the right to recover all damages and losses caused, including legal and/or extrajudicial costs, and the payment of any other amounts outstanding or deemed due and payable.

- 8.2. The Customer shall not be entitled to terminate the Agreement until full payment has been made to JASO of all amounts due up to that moment, including those not yet matured, as well as any other damages JASO may have sustained.
- 8.3. Notwithstanding the foregoing, in the event that the Customer decides to terminate the Agreement early for any reason, the Customer undertakes to pay the price of the services provided by JASO up to the termination date. Furthermore, the Customer shall bear all additional costs and expenses incurred by JASO up to the termination date in relation to the Agreement, provided that such costs cannot be allocated to other projects or products and have not already been included in the payable price under the foregoing provision.

9. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

- 9.1. The intellectual and/or industrial property of JASO's trademark, offer, attached information, as well as the SMARTLINK Service itself, shall belong to JASO. Therefore, the Customer is expressly prohibited from using such property for purposes other than the performance of the Agreement, as well as from copying it in whole or in part, or assigning its use to third parties, without JASO's prior express written consent.
- 9.2. All intellectual and industrial property rights arising from and/or related to the data and/or documents provided or prepared by JASO, as well as to the SMARTLINK Service, shall remain the property of JASO, unless otherwise agreed, and shall not grant the Customer any right or license in relation to the transmitted information or material.
- 9.3. The Customer shall not, directly or indirectly, perform reverse engineering on the SMARTLINK Service or any of its components, in whole or in part, nor shall it allow or cause any third party to do so without JASO's prior written consent. The Customer shall take all appropriate measures to ensure that none of its employees, staff, contractors, etc., attempt to carry out reverse engineering and shall be jointly and severally liable for their actions.
- 9.4. JASO shall have unrestricted access to all information obtained through the SMARTLINK Service, and such information shall constitute JASO's intellectual property.
- 9.5. The Customer shall be liable for and indemnify JASO against any loss or damage suffered by JASO as a result of non-compliance with any of the foregoing provisions.

10. ASSIGNMENT AND SUBCONTRACTING

- 10.1. JASO shall be entitled to subcontract to third parties the total or partial performance of the SMARTLINK Service, as well as to transfer all or part of its rights and obligations, including the appointment of any third party as a substitute in the performance of its obligations.

- 10.2. The Customer shall not assign or transfer the Agreement or any rights or obligations arising therefrom to third parties without JASO's prior written consent.

11. INSOLVENCY

- 11.1. If the Customer becomes subject to bankruptcy, insolvency, receivership, administration, or similar proceedings; or to dissolution, liquidation, or transfer of all or part of its assets, JASO may, by written notification, rescind and terminate the Agreement, without prejudice to any other rights to which JASO may be entitled, such as recovery of damages and payment by the Customer to JASO of all amounts due or those deemed due and payable at that time.

12. FORCE MAJEURE

- 12.1. JASO shall not be liable for defective performance or non-performance of any Agreement due to **Force Majeure**, in its broadest sense.
- 12.2. Force Majeure shall be understood as any circumstance beyond JASO's control that temporarily or permanently prevents the performance of all or any of its obligations towards the Customer, regardless of whether such circumstances were foreseen at the time of conclusion of the Agreement, including but not limited to: governmental measures, revocation or cancellation of permits, business closure, total or partial shutdown of the company, war or threat of war, fire, transport problems, accidents, labor unrest, shortage of personnel, embargoes, temporary or permanent non-delivery of samples, non-provision of services by third parties irrespective of cause, defects and/or breakdowns in material, machinery, systems and/or software or hardware, absence or lack of material or means with which the services are rendered.
- 12.3. If JASO is prevented from performing delivery or service as a consequence of a Force Majeure event, JASO may, at its discretion, either extend the delivery period for the duration of the Force Majeure event or rescind the Agreement, as well as demand payment for any partial delivery made, without being obliged to pay any damages or compensation to the Customer.

13. DATA PROTECTION

- 13.1. The terms defined in Article 4 of Regulation (EU) 2016/679 of 27 April 2016 (GDPR) shall apply to this document.
- 13.2. Each Party may be required to process personal data of the representatives, personnel or advisors of the other Party provided hereunder, in relation to the Agreement or subsequently, for the sole purpose of executing, maintaining, enforcing, and monitoring the Agreement, and for the prevention of money laundering and terrorist financing, or for JASO to comply with its due diligence standards.
- 13.3. Neither Party shall transfer or make accessible to third parties the collected data, unless required by law. In particular, no international transfer of personal data shall be made without the prior written consent of the other Party.
- 13.4. Both Parties undertake to process and safeguard personal data in accordance with applicable legislation. The Parties may retain such data for the duration of the

Agreement and, once terminated, for the legally established period.

- 13.5. Both Parties undertake to adopt the necessary technical and organizational measures to prevent loss, misuse, alteration, unauthorized access, or theft of personal data. Likewise, the Parties shall notify each other as soon as possible upon becoming aware of any personal data breach.
- 13.6. Both Parties, their representatives, personnel or advisors whose personal data is processed by the other Party may exercise their rights to access, rectification, opposition, erasure, portability and restriction of processing by means of written communication. JASO's address and e-mail for notification purposes are: jaso@jaso.com.
- 13.7. Such communications shall include, among other details, the name and surname of the data subject, the request, the purpose of the notification, the date, the signature of the data subject, and a copy of their identification document.
- 13.8. If either Party considers that its data is not being processed correctly, it may also submit claims to the competent authority in Spain, the **Spanish Data Protection Agency (Agencia Española de Protección de Datos www.aepd.es)**.

14. ANTI-CORRUPTION MECHANISMS

- 14.1. The Customer and/or its directors, employees, staff, contractors, etc. shall not, throughout the entire duration of the Agreement and thereafter, offer, promise, give, authorize, request, or accept any undue pecuniary reward, compensation or other advantage of any kind for doing or refraining from doing any act in relation to the Agreement.
- 14.2. The Customer and/or its directors, employees, staff, contractors, etc. shall not, throughout the entire duration of the Agreement and thereafter, authorize, request or accept any pecuniary reward, compensation or other advantage of any kind for acting or refraining from acting in connection with the Agreement.
- 14.3. The Customer shall take all reasonable measures to prevent any third party under its control or determining influence from carrying out any of the aforementioned actions.
- 14.4. In the event of breach of the foregoing, or if the Customer, its directors, employees, staff, contractors, or any third party under its control or determining influence, commits any corruption-related offense under local laws in connection with the Agreement, the Customer shall hold JASO harmless from any damage or loss suffered, including but not limited to reputational damage and/or loss of profits.
- 14.5. Moreover, in such cases, JASO shall be entitled to terminate the Agreement pursuant to clause 8.

15. GOVERNING LAW AND JURISDICTION

- 15.1. All agreements shall be governed by these CGSS. The Parties hereby submit to the exclusive jurisdiction of the Courts and Tribunals of **Donostia/San Sebastián, Spain**, for the resolution of any dispute or matter arising between the Parties. This provision shall not prevent JASO from taking action to enforce its rights hereunder in any other competent jurisdiction.
- 15.2. Spanish law shall apply