

**SPECIFIC CONDITIONS OF CONTRACT FOR THE SUPPLY OF SOFTWARE IN SAAS MODE****EviServices****Section I - General Provisions****1. Value of these Specific Conditions**

These specific conditions of contract ("Specific Conditions") govern the supply of the software indicated in the subject matter. These Specific Conditions supplement the Additional Conditions and refer to the services indicated in the Commercial Proposal. In the event of a conflict between the Additional Conditions and the Specific Conditions, the latter shall prevail. The Definitions indicated in the General Conditions apply to these Specific Conditions.

**Section II - Specific Conditions****A - Definitions related to the EviServices**

In these Specific Conditions, the terms listed in this article shall have the following meanings and shall always be used with a capital letter, both in the singular and plural:

- **"Platform"**: the SaaS platform owned by Uanataca SAU ("Uanataca", a qualified trust service provider eIDAS - a Spanish law company 100% controlled by Namirial) through which the EviServices are provided;
- **"Service" or "EviServices"**: the certified electronic delivery services provided by Uanataca through the Platform, compliant with art. 3, no. 36 of the eIDAS Regulation, which defines "certified electronic delivery service" as a service that allows the transmission of data between third parties electronically and provides evidence relating to the handling of transmitted data, including evidence of the sending and receipt of data, and protects the transmitted data from the risk of loss, theft, damage, or unauthorized alterations.

**B - Object and operation of the service**

Namirial, through its subcontractor Uanataca, reserves the right to add new applications and/or modify the presentation of the EviServices, upon prior notification to the Client. Access to the Platform will be via username and password. In cases where automated use is authorized, client applications or components installed locally will access the Platform via the internet through an application interface (API) consisting of SOAP/REST web services, SMTP, or other similar integration protocols. The Client expressly authorizes Namirial to use the subcontractor Uanataca for the provision of the Service, which will also act as a sub-processor of the data. Uanataca, in providing the Service, retains the Content to protect the Client, but also to protect any third party (e.g., another party to a contract) or to meet a judicial requirement or any competent administrative authority that requests it. The Client acknowledges Uanataca as a reliable electronic service provider and therefore assumes that the data is retained for itself and for any authority or third party with a legitimate right to the same data. The data retained by Uanataca is completely unalterable and cannot be deleted within the contractual retention period. The Parties are required not to alter the data retained by Uanataca, an obligation that is particularly relevant for data that is evidence of contracts, or whose protection is specifically regulated as a result of a legal mandate or an administrative or other provision. Therefore, regardless of the ownership of the retained data, the Client undertakes to waive any modification, exchange, insertion, or deletion of the data retained by Uanataca, even if the existence of such data could damage the business, image, reputation, or assets of the Client itself or third parties, except in cases where the Law requires their deletion or modification.

**C - Technical interventions on the platform**

The Client assumes to use a shared platform and not a customized software or developed in its own or exclusively dedicated installation. Namirial, through its subcontractor Uanataca, reserves the right to make technical changes (free of charge for the Client) that introduce improvements or changes to the Service, motivated by adjustments for legal compliance, incorporation of new services or functionalities, natural changes to the evolution of services or technologies, or changes motivated by dependencies on software manufacturers or third-party service providers, provided that this does not cause a significant negative impact on the use of the Service by the Client. Namirial undertakes to notify the Client in advance of those technical changes that imply a significant negative impact on the use of the EviServices. Excluded from this consideration are changes that maintain the same functionality and are self-explanatory in the application itself, or new applications or services that constitute an addition but retain the functionalities, applications, or services used by the Client.



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