

ALCYON PHOTONICS LIBRARY – END USER EVALUATION LICENSE AGREEMENT

Version dated as of September 9th 2026

IMPORTANT: Please read this End User Evaluation License Agreement (the “EULA”) carefully before accessing, downloading, installing or using the Library. This EULA sets out the terms and conditions under which Alcyon grants the Customer a limited evaluation license to the Licensed Material.

This EULA governs the Customer's access to and use of the Licensed Material, irrespective of whether the Licensed Material is made available directly by Alcyon or through an Authorized Distribution Channel.

By clicking “Accept”, “I Agree” or an equivalent acceptance mechanism, or by otherwise expressly accepting this EULA through an Authorized Distribution Channel, the Customer agrees to be bound by all terms and conditions of this EULA. If the Customer does not agree to this EULA, the Customer must not access, download, install or use the Licensed Material.

1. DEFINITIONS

In addition to those terms defined throughout the EULA, the following terms shall have the following meaning:

- **“Accept”, “Acceptance” or “Accepting”**, means the Customer's express electronic acceptance of this EULA by clicking an acceptance button, checking an acceptance box, or completing an equivalent affirmative acceptance mechanism made available by Alcyon or through an Authorized Distribution Channel..
- **“Agreement”** means this EULA.
- **“Alcyon”** means the Spanish limited company Alcyon Photonics, S.L. For more information about Alcyon, please visit the [legal notice](#) or the [privacy policy](#) available on the Website.
- **“Alcyon Designs”** means the photonic component designs and all associated or underlying layouts, geometries, cells, parameterized cells, models, behavioral models, simulation models, parameters, coefficients, data, specifications, datasheets, functional descriptions, interfaces, design information and other technical information contained in, embodied by, represented by or made available through the Library, including any such information implemented or presented as a Black-Box Component. Alcyon Designs form part of the Industrial and Intellectual Property Rights of Alcyon and/or the applicable Authorizing Parties.
- **“Approved Design Environment”** means each software application, electronic design automation environment, version and/or technical environment identified by Alcyon or in the Documentation as authorized for use with the applicable Library.

- **“Authorizing Parties”** means third parties that have authorized Alcyon to use or sublicense certain Industrial and Intellectual Property Rights incorporated into or made available as part of the Licensed Material.
- **“Authorized Distribution Channel”** means Alcyon's website or any website, customer portal, software platform, electronic design automation environment or other distribution mechanism expressly authorized by Alcyon to provide access to or distribute the Library, including, where applicable, platforms operated by a foundry, software provider or other Alcyon partner.
- **“Authorized User”** means an individual employee of the Customer, or other individual expressly authorized under this EULA, who accesses or uses the Licensed Material solely on behalf of the Customer and for the Permitted Evaluation Purpose.
- **“Black-Box Component”** means a component or element of the Library through which an Alcyon Design may be used for the Permitted Evaluation Purpose without providing the Customer access to the underlying implementation, geometry, source information, proprietary parameters, design methodology or other protected technical information relating to such Alcyon Design.
- **“Claim(s)”** shall have the meaning stated under clause 12 of the EULA.
- **“Customer Design”** means a photonic circuit layout, schematic, netlist or other circuit-level design created by the Customer through permitted use of the Library, including the Customer's selection, arrangement, interconnection and routing of components.
- **“Customer”** means the individual or legal entity that Accepts this EULA and to which access to the Licensed Material is granted by or on behalf of Alcyon.
- **“Documentation”** means user manual and other documents and material that, if needed, may be provided to the Customer by Alcyon for the correct use of the Library and for knowing the pertinent technical data.
- **“Effective Date”** means the date on which the Customer Accepts.
- **“Industrial and Intellectual Property Rights”** are all rights recognised by intellectual property legislation (copyright, related rights and any other *sui generis* rights), and all rights recognised by industrial property legislation (patents, trademarks, utility models, industrial or artistic sketches and models, topographies of semi-conductor products, plant varieties, trade secret protocols and any other similar rights) or by any laws regarding unfair competition and protection of trade secrets.
- **“Library”** means the computer programs, software components, design libraries, simulation libraries, drawing/layout libraries, models, data and related materials made available by Alcyon that enable the Customer to layout and simulate photonic circuits using Alcyon Designs. Alcyon Designs may be provided as Black-Box Components in order to protect Alcyon's and/or the Authorizing Parties' Industrial and Intellectual Property Rights. Unless expressly stated otherwise, references to the Library include all

Alcyon Designs, Black-Box Components, models, data and software embedded in or supplied as part of the Library.

- **“Library Request Form”** means the form available on the Website that must be completed for requesting a License on the Library.
- **“License”** means the license(s) granted by Alcyon to the Customer under this Agreement.
- **“Licensed Material”** means the Library, Alcyon Designs, Black-Box Components, Documentation and any software, models, data, files or other materials supplied by or on behalf of Alcyon in connection with the Library.
- **“License Term”** means the period during which the Licensee is granted the right to use the Library as set forth in clause 3.1 of this EULA.
- **“Permitted Evaluation Purpose”** means the Customer's internal evaluation of the Library solely by using the Library and its Black-Box Components to create, layout and simulate photonic circuits intended for the Target Process using the Approved Design Environment, for the purpose of determining whether the Library and Alcyon Designs are suitable for the Customer's requirements. The Permitted Evaluation Purpose does not include fabrication, manufacture, tape-out, production use, commercial exploitation or any other use not expressly authorized under this EULA.
- **“Target Foundry”** means the semiconductor foundry identified by Alcyon for the particular Library made available to the Customer.
- **“Target Process”** means the specific semiconductor or photonic fabrication process, technology platform or process design kit identified by Alcyon for which the applicable Library and Alcyon Designs have been developed or made available.
- **“Software”** means any computer program used by Alcyon related to the Library and/or any computer program embedded in the Library.

2. LICENSE

- 2.1. **Evaluation License.** Subject to the Customer's continued compliance with this EULA, Alcyon grants the Customer a limited, non-exclusive, non-transferable, non-sublicensable and revocable license, during the License Term, to access, install and use the Licensed Material solely for the Permitted Evaluation Purpose, solely in connection with the Target Process and solely within the Approved Design Environment.

Except for the rights expressly granted under this EULA, no other rights are granted to the Customer, whether expressly, by implication, estoppel or otherwise. All rights not expressly granted are reserved by Alcyon and the applicable Authorizing Parties.

The Licensed Material is provided only in the form determined by Alcyon. Nothing in this EULA grants the Customer any right of access to source code, underlying implementations, internal geometries, proprietary parameters or other non-disclosed information relating to the Alcyon Designs or Black-Box Components.

- 2.2. Authorized Users. The Customer may permit the Licensed Material to be accessed and used only by its Authorized Users and solely for the Permitted Evaluation Purpose. The Customer shall ensure that all Authorized Users comply with this EULA and shall remain responsible for any acts or omissions of its Authorized Users relating to the Licensed Material.

Unless otherwise expressly authorized by Alcyon in writing or through the applicable license entitlement, the Customer may not make the Licensed Material available to any affiliate, subsidiary, parent company, contractor, consultant, research partner, university, design house or other third party.

- 2.3. Evaluation Outputs. The Customer may generate and internally use simulation results, circuit-level schematics, layouts and other outputs produced through permitted use of the Library ("Evaluation Outputs") solely for the Permitted Evaluation Purpose. Evaluation Outputs do not grant or transfer any right in the Licensed Material or Alcyon Designs and may not be used to reverse engineer, reconstruct, reproduce, port, manufacture or fabricate any Alcyon Design. To the extent an Evaluation Output contains, embeds, references or depends upon Licensed Material, such Evaluation Output remains subject to the applicable restrictions of this EULA. Evaluation Outputs do not grant or transfer to the Customer any ownership of, or license rights in, the Licensed Material or Alcyon Designs except for the limited rights expressly granted under this EULA.
- 2.4. Any access to or use of the Licensed Material other than as expressly permitted by this EULA, including any breach of the restrictions set forth herein, shall constitute a material breach of this EULA. In such event, Alcyon may terminate the Evaluation License in accordance with the termination provisions of this EULA and exercise any other rights or remedies available to it under this EULA or applicable law.

3. LICENSE TERM

- 3.1. License Term. This EULA shall commence on the Effective Date and, unless terminated earlier in accordance with this EULA, shall remain in effect for the evaluation period specified by Alcyon in the applicable registration, download page, license entitlement or other authorization provided to the Customer. If no evaluation period is specified, the Evaluation License shall remain in effect for sixty (60) calendar days from the Effective Date (the "License Term").

Upon expiration of the License Term, the Customer's right to access and use the Licensed Material shall automatically cease unless Alcyon expressly extends or renews the Evaluation License.

- 3.2. Survival. Expiration or termination of this EULA shall not affect any provisions which by their nature are intended to survive, including without limitation the provisions relating to ownership and Intellectual Property Rights, confidentiality, restrictions on use, prohibition on fabrication, indemnification, limitation of liability, effects of termination, governing law and jurisdiction.

4. NO FABRICATION OR MANUFACTURING RIGHTS

- 4.1. The Evaluation License grants rights solely to layout and simulate Customer Designs for the Permitted Evaluation Purpose. No right or authorization to fabricate, manufacture, tape out, submit for manufacture, procure the manufacture of, or otherwise physically implement any Customer Design incorporating, referencing or derived from any Alcyon Design or Licensed Material is granted under this EULA.
- 4.2. The Customer shall not submit, deliver or make available to any foundry or other manufacturer any Customer Design, design file, layout, mask data or other information incorporating, referencing or requiring any Alcyon Design for the purpose of fabrication or manufacture.
- 4.3. Any fabrication or manufacture involving an Alcyon Design requires a separate written fabrication or commercial license agreement with Alcyon. Such agreement may contain additional commercial, technical and use restrictions and may differ depending on the applicable foundry, process, fabrication volume or intended use.
- 4.4. For the avoidance of doubt, access to the Library through a Target Foundry, an Authorized Distribution Channel, an Approved Design Environment or a foundry customer portal shall not constitute, imply or evidence authorization by Alcyon to fabricate or manufacture any Customer Design.

5. RIGHTS OF ALCYON AND RESTRICTIONS

- 5.1. Ownership. As between Alcyon and the Customer, Alcyon and/or its applicable Authorizing Parties retain all right, title and interest, including all Industrial and Intellectual Property Rights, in and to the Licensed Material, Alcyon Designs, Black-Box Components and all underlying technology, models, data, know-how and documentation associated therewith. Alcyon reserves all rights not expressly granted to the Customer under this EULA.
- 5.2. Verification of Compliance. Upon reasonable written request, the Customer shall provide Alcyon with information reasonably necessary to verify the Customer's compliance with the scope of the Evaluation License, including the number of Authorized Users and installations or environments in which the Licensed Material is used.
Where Alcyon reasonably suspects a material breach of this EULA, Alcyon may request additional reasonable verification measures, subject to appropriate confidentiality, information-security and data-protection safeguards.
- 5.3. Reservation of Rights. The Customer acknowledges that the Licensed Material contains valuable proprietary technology and information belonging to Alcyon and/or the applicable Authorizing Parties. Nothing in this EULA transfers to the Customer any ownership interest in the Licensed Material, Alcyon Designs, Black-Box Components, models, data, underlying implementations or related Industrial and Intellectual Property Rights.

The Customer receives only the limited rights of use expressly granted under this EULA. All copies, reproductions, updates, upgrades and permitted portions of the Licensed Material shall remain subject to Alcyon's and/or the applicable Authorizing Parties' rights.

- 5.4. Customer Designs. As between Alcyon and the Customer, the Customer retains its rights in the original circuit-level elements of a Customer Design independently created by the Customer, including its circuit architecture, component selection, placement, routing and interconnections, excluding all Licensed Material and Alcyon Designs incorporated into, referenced by or required for implementation of the Customer Design.

Creation of a Customer Design does not transfer to the Customer any ownership of, or other rights in, the Licensed Material or any Alcyon Design. No Customer Design or output generated through use of the Library shall confer any fabrication or manufacturing right.

- 5.5. Restrictions. Except to the extent expressly permitted by this EULA or to the extent a restriction cannot lawfully be excluded under applicable law, the Customer shall not, and shall not authorize, permit or assist any third party to:

5.5.1. reverse engineer, decompile, disassemble, reverse compile, decode, translate or otherwise attempt to discover or derive the source code, underlying implementation, internal structure, architecture, algorithms, file formats, interfaces, design methodology or other non-public aspects of the Licensed Material or any Alcyon Design;

5.5.2. systematically inspect, characterize, test or analyze the Licensed Material for the purpose of determining, extracting, reconstructing, estimating or approximating any non-public geometry, topology, dimensions, material characteristics, device structure, parameter, coefficient, model, implementation technique or other proprietary characteristic of an Alcyon Design or Black-Box Component, including through automated testing, parameter sweeps or systematic simulation analysis;

5.5.3. sell, sublicense, assign, distribute, disclose, publish, transfer, lease, rent, lend, share or otherwise make available any Licensed Material to any person or entity other than an Authorized User expressly permitted under this EULA;

5.5.4. remove, obscure, alter or conceal any copyright, trademark, proprietary, confidentiality or other notices included in the Licensed Material;

5.5.5. circumvent, disable, interfere with, defeat, remove or attempt to circumvent or remove any technical, access-control, encryption, obfuscation, licensing or other protection mechanism applied to the Licensed Material or any Black-Box Component;

5.5.6. modify, alter, adapt, translate, transform or create derivative works from any Licensed Material or Alcyon Design, except for parameterization or configuration expressly enabled by the Library and permitted in the Documentation for the Permitted Evaluation Purpose;

- 5.5.7. publicly disclose or publish benchmarks, component-level performance data, comparative analyses, extracted characteristics or other technical results relating specifically to an Alcyon Design or Black-Box Component without Alcyon's prior written consent;
- 5.5.8. have any license rights other than those expressly granted in this EULA; or carry out any other action not expressly authorized to the Customer under this EULA;
- 5.5.9. use, convert, map, port, adapt or calibrate the Licensed Material, any Alcyon Design, or any proprietary technical information extracted or derived therefrom for implementation in any foundry, fabrication process, process design kit or technology platform other than the Target Process;
- 5.5.10. port, convert, translate, extract, wrap, interface or otherwise adapt the Licensed Material or any Alcyon Design for use in any software application, EDA environment, design platform or other technical environment other than the Approved Design Environment, except as expressly enabled by the Library or Documentation or expressly authorized by Alcyon in writing;
- 5.5.11. use the Licensed Material, simulation outputs or non-public information obtained from use of the Library for the purpose of developing, reproducing, validating, calibrating or improving any component, model, library, process design kit or other product intended to replicate, substitute for or reproduce the proprietary implementation or functionality of an Alcyon Design;
- 5.5.12. use the Licensed Material, Alcyon Designs, non-public simulation data or other information derived from the Licensed Material to train, fine-tune, validate or develop any machine-learning, artificial-intelligence or other computational model intended to reconstruct, reproduce, predict or approximate proprietary characteristics of the Licensed Material or Alcyon Designs;
- 5.5.13. fabricate, manufacture, tape out, submit for fabrication or manufacture, or procure the fabrication or manufacture of any Customer Design incorporating, referencing or derived from any Licensed Material or Alcyon Design except pursuant to a separate written agreement with Alcyon expressly granting such right;
- 5.5.14. exercise any right in relation to the Licensed Material except as expressly granted under this EULA.

6. CONFIDENTIALITY AND SECURITY

- 6.1. The Customer acknowledges that the Licensed Material may contain or embody confidential information, proprietary know-how and trade secrets of Alcyon and/or the applicable Authorizing Parties ("Confidential Information").
- 6.2. The Customer shall protect Confidential Information using at least the same degree of care it uses to protect its own confidential technical information of similar importance, and in any event no less than reasonable care.
- 6.3. The Customer may disclose Confidential Information only to Authorized Users who require access for the Permitted Evaluation Purpose and who are subject to confidentiality obligations sufficient to protect such information.
- 6.4. The Customer shall promptly notify Alcyon if it becomes aware of any unauthorized access to, use, copying, disclosure, loss or compromise of the Licensed Material or Confidential Information and shall reasonably cooperate with Alcyon in limiting and remediating such unauthorized activity.
- 6.5. The confidentiality obligations under this clause shall survive expiration or termination of this EULA. To the extent any Confidential Information constitutes a trade secret under applicable law, the obligations applicable to such trade secret shall continue for so long as that information remains protected as a trade secret.
- 6.6. Confidential Information does not include information that the Customer can demonstrate by written records: (a) was lawfully known to the Customer without restriction before disclosure by Alcyon; (b) becomes publicly available through no breach of this EULA by the Customer; (c) is lawfully received from a third party without confidentiality obligation; or (d) is independently developed by the Customer without use of or reference to the Licensed Material or Alcyon's Confidential Information.
- 6.7. If the Customer is required by applicable law, regulation or binding order of a competent authority to disclose Confidential Information, the Customer may make such disclosure solely to the extent legally required, provided that, where legally permitted, the Customer gives Alcyon prompt notice and reasonable assistance in seeking confidential or protective treatment.

7. UPGRADES

- 7.1. Updates. Alcyon may, at its sole discretion, make corrections, patches, updates, upgrades, additional materials or new versions of the Licensed Material available to the Customer. Such materials may be subject to additional or different terms identified at the time they are made available. Unless different terms are specified, they shall constitute Licensed Material and shall be subject to this EULA.
- 7.2. Unless expressly agreed otherwise in writing, Alcyon has no obligation to provide maintenance, corrections, patches, updates, upgrades or new versions of the Licensed Material during the License Term.

8. ECONOMIC TERMS

- 8.1. Unless otherwise expressly agreed between Alcyon and the Customer in writing, the Evaluation License is granted free of charge.

9. PRIVACY

- 9.1. Any personal data processed by Alcyon in connection with the Customer's request for, access to or use of the Licensed Material will be processed in accordance with Alcyon's applicable Privacy Policy or Privacy Notice, as made available to the Customer from time to time, and applicable data-protection law.

10. EARLY TERMINATION

- 10.1. Termination by Alcyon. Alcyon may terminate this EULA and the Evaluation License immediately upon written or electronic notice if the Customer materially breaches this EULA. Without limitation, any unauthorized fabrication, reverse engineering, disclosure, redistribution, circumvention of technical protections, or use of the Licensed Material outside the Target Process or Approved Design Environment shall constitute a material breach.
- 10.2. Termination by Customer. The Customer may terminate this EULA at any time by ceasing all use of the Licensed Material and deleting or destroying all copies of the Licensed Material under its possession or control.
- 10.3. Effects of Expiration or Termination. Upon expiration or termination of the Evaluation License, the Customer shall immediately:
- (a) cease accessing and using the Licensed Material;
 - (b) delete or destroy all copies of the Licensed Material in its possession or control, except to the extent retention is required by applicable law; and
 - (c) cease permitting any Authorized User to access or use the Licensed Material.

The Customer may retain Customer Designs and evaluation results that do not themselves disclose or contain extractable Licensed Material, solely for internal record-keeping purposes. Any such retained Customer Design remains subject to the restrictions of this EULA, including the prohibition on fabrication and the continuing rights of Alcyon in any Alcyon Design incorporated into or referenced by such Customer Design.

- 10.4. Upon reasonable request following expiration or termination, the Customer shall confirm in writing that it has complied with clause 10.3.

11. SUPPORT AND MAINTENANCE

- 11.1. Unless expressly agreed otherwise in writing, Alcyon has no obligation to provide maintenance, technical support, consulting or other services in connection with the Evaluation License.

12. WARRANTY AND INDEMNIFICATION

- 12.1. Customer Representations. The Customer represents and warrants that it will access and use the Licensed Material solely in accordance with this EULA and will not knowingly permit any Authorized User or third party to use the Licensed Material in violation of this EULA.
- 12.2. Evaluation Disclaimer. To the maximum extent permitted by applicable law, the Licensed Material and all updates, documentation, models, data, simulation results and related materials are provided "AS IS" and "AS AVAILABLE", without warranties of any kind, whether express, implied or statutory, including warranties of merchantability, fitness for a particular purpose, accuracy, completeness, non-infringement or uninterrupted operation. Alcyon does not warrant that any simulation, model, predicted performance or other result generated using the Licensed Material will correspond to the performance, yield, manufacturability, reliability or other characteristics of any fabricated device or product.
- 12.3. Materials. If the Customer uses or incorporates into a Customer Design any materials, designs, software, data, inventions or other elements owned by the Customer or a third party ("Customer Materials"), the Customer represents and warrants that it has all rights and permissions necessary to use such Customer Materials in connection with the Customer Design and the Licensed Material.
- 12.4. Customer Indemnification. To the extent permitted by applicable law, the Customer shall indemnify and hold harmless Alcyon, its affiliates and their respective officers, directors and employees from third-party claims, damages, losses, liabilities and reasonable costs and expenses arising from:
- (a) the Customer's breach of this EULA;
 - (b) unauthorized use, disclosure, distribution, modification, reverse engineering or fabrication involving the Licensed Material;
 - (c) Customer Materials or Customer Designs to the extent a claim arises from material supplied or created by the Customer and not from the Licensed Material itself; or
 - (d) the Customer's violation of applicable law.
- 12.5. A party seeking indemnification shall promptly notify the indemnifying party of the applicable third-party claim and provide reasonable cooperation. Alcyon may control the defense and settlement of any claim for which the Customer is required to indemnify Alcyon, provided that no settlement requiring an admission of liability or non-monetary obligation by the Customer may be entered into without the Customer's reasonable consent.

13. LIMITATION OF LIABILITY

- 13.1. **Exclusion of Certain Damages.** To the maximum extent permitted by applicable law, Alcyon shall not be liable for any indirect, incidental, special, consequential, exemplary or punitive damages, or for loss of profits, revenue, business, opportunity, goodwill or data, arising out of or relating to this EULA or the Licensed Material, regardless of the legal theory asserted and even if Alcyon has been advised of the possibility of such damages.
- 13.2. **Evaluation Risks.** Without limiting clause 13.1, Alcyon shall not be liable for losses arising from reliance on simulation outputs, behavioral models, predicted performance, compatibility with third-party software or tools, changes in a Target Process or process design kit, or the Customer's use of an outdated version of the Licensed Material.
- 13.3. **Liability Cap.** To the maximum extent permitted by applicable law, Alcyon's aggregate liability arising out of or relating to this EULA shall not exceed EUR 5,000.
- 13.4. **Mandatory Liability.** Nothing in this EULA excludes or limits any liability that cannot lawfully be excluded or limited under applicable law.
- 13.5. **Neither party shall be liable for delay or failure to perform its obligations to the extent caused by circumstances beyond its reasonable control, except for obligations that by their nature are not affected by such circumstances.**

14. MISCELLANEOUS

- 14.1. **Entire agreement.** This EULA constitutes the whole and only agreement between the Customer and Alcyon with respect to its subject matter and supersedes and extinguishes any prior written or verbal agreements relating to its subject matter.
- 14.2. **Severability.** If any provision of this EULA is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included, but without invalidating any of the remaining provisions of this EULA.
- 14.3. **No Waiver.** The failure of any party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.
- 14.4. **No Assignment.** The Customer may not assign, transfer, sublicense or delegate this EULA or any rights or obligations under it without Alcyon's prior written consent. Any attempted assignment in violation of this clause shall be void. Alcyon may assign or transfer this EULA, in whole or in part, in connection with a merger, reorganization, sale of assets or business, or to an affiliate or successor.

- 14.5. Compliance. The Customer shall comply with all applicable export-control, import-control, economic-sanctions and trade-restriction laws and regulations applicable to the Customer's access to or use of the Licensed Material. The Customer shall not export, re-export, transfer, provide or make available any Licensed Material in violation of such laws or without any required governmental authorization.
- 14.6. Headings. Headings of the clauses and subclauses of the EULA are for reference purposes only and shall not limit or affect the meaning or construction of the terms and conditions hereof.
- 14.7. Third-Party Distribution Channels. The Licensed Material may be made available through an Authorized Distribution Channel operated by a third party. Unless expressly agreed otherwise in writing by Alcyon, such third party acts solely as an authorized distribution or access channel for the Licensed Material and does not grant, expand or modify any license to Alcyon's Licensed Material. Access to the Licensed Material through a Target Foundry, software provider or other third-party platform does not grant any fabrication, manufacturing or other right beyond those expressly stated in this EULA.
- 14.8. Neither an Authorized Distribution Channel nor the Target Foundry is responsible for Alcyon's obligations under this EULA solely by reason of making the Licensed Material available to the Customer.
- 14.9. The Customer acknowledges that unauthorized disclosure, distribution, reverse engineering, circumvention or use of the Licensed Material may cause harm to Alcyon for which monetary damages alone may not provide an adequate remedy. Alcyon may therefore seek any injunctive or other equitable relief available under applicable law, in addition to any other rights and remedies.

15. GOVERNING LAW AND JURISDICTION

- 15.1. This EULA and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the common law of Spain (*derecho común español*). Any dispute shall be submitted to the exclusive jurisdiction of the courts of the City of Madrid.