

SUPPLEMENTARY TERMS CONCERNING PRODUCTS

THESE SUPPLEMENTARY TERMS APPLY TO ALL SUBSCRIPTION SERVICES (AS DEFINED IN GTCS) AND FORM AN INTEGRAL AND INSEPARABLE PART OF THE AGREEMENT BETWEEN THE CUSTOMER AND MATRIX42 CONCERNING THE PROVISION OF SUBSCRIPTION SERVICES BY MATRIX42 REGARDLESS IF THE SUBSCRIPTION SERVICES ARE ORDERED FROM MATRIX42 OR A CHANNEL PARTNER.

DEFINITIONS

In addition to definitions set out in Matrix42 General Terms and Conditions the following expressions have the meaning set out below (and where the context so admits the singular shall include the plural and vice versa):

AI-Powered Features means any feature of the Product(s) incorporating artificial intelligence ("AI") including, but not limited to natural language processing ("NLP") and generative AI ("GenAI") as defined at the sole discretion of Matrix42;

Free Product means any Subscription License granted for the Customer for a limited period of time for the purpose of testing, evaluation, proof, trial or otherwise free basis;

Product means any Software, Third Party Software or Subscription Service excluding any continuous Professional Services.

A.1 Scope of Subscription License

A.1.1 As detailed on the applicable Order Form or Quote, the following definitions shall be used to define exact scope of Subscription License granted for the Customer to use Products:

Term	Definition and related terms
Action Credit	<p>An "Action Credit" allows the Users to make an action defined as a click by a User on the "autocorrect", "autogenerate", "summarize", "autocomplete", "classification" or "Generate" buttons, or any equivalent manual or automated action within the provided features, as calculated by Matrix42 in its discretion.</p> <p>The agreed amount of monthly action credits can be consumed by any licensed Matrix42 User of the Customer during a period of maximum twelve (12) months starting from the first day of each one (1) month period calculated from the first day of validity of the Order Form provided that the Customer has at all times subscribed to said amount of Action Credits of relevant feature. Any Action Credits included in possible Free Products automatically expire upon purchase of paid Action Credits.</p> <p>If the total number of consumed Action Credits exceeds the agreed quota for a given calendar month Matrix42 shall inform the customer. The excessive Action Credits shall be deducted from the total number of available Action Credits for the following calendar month. However, in the event that such reduction results in no available Action Credits, Matrix42 shall have the right to suspend any feature consuming Action Credits.</p> <p>If the total number of consumed Action Credits remains under the agreed quota for a given calendar month, the unused action credits shall be added to the total number of available Action Credits for the following calendar month.</p> <p>At the end of their validity or Subscription Term, any remaining Action Credits shall automatically expire, setting the Action Credits balance to '0'. In the event that the balance of consumed Action Credits at the end of the 12 months period is negative, Matrix42 shall invoice the Customer for any excessive Action Credits against the Fee for the exceeding messages as specified on the Order Form, or if not agreed therein, determined in accordance with Matrix42's list prices applicable from time to time.</p>
Active Management Record	<p>An "Active Management Record" is a term complementing Devices. It includes data for Devices or mobile terminals that exist within the Customer's domain and for which a data record exists in a Product. It shall be considered active if the Customer cannot prove that the Device has been stolen or scrapped, is defective or has otherwise left the customer's area of disposal. In the case of End-Users, an administration record includes all End-Users recorded in the</p>

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	Matrix42 database. The record shall be deemed active if the Customer cannot prove that an End-User is no longer working for the Customer.
Asset	An "Asset" means each computing or infrastructure device used to collect, process or display digitalized information that, regardless of who owns the device, exists within the field of activity of the Customer and for which an active administrative record exists in the Products. It is irrelevant whether a device is operated in a virtualized environment. Examples of Assets: server, desktop computers, notebooks, thin clients, tablets, smartphones, handheld devices, network printer, network storage, network router, network switch. Peripheral IT devices (such as a monitor, desktop printer or mobile storage device) and other objects (such as a SIM card or universal asset) shall not be considered computing or infrastructure devices.
Concurrent User	A "Concurrent User" allows one simultaneous session by a natural person or technical User to the Products.
Connector	A "Connector" shall mean a target system or application connected to the Matrix42 solution of the customer including any other Matrix42 solutions. Usage (transactions) included in the User License are defined according to Fair-Usage-Policy ("FUP"), that is defined in more detail within Service Description and Product Documentation. In case FUP is exceeded, Matrix42 may invoice the Customer a Fee for the next Tier starting the day such limit was exceeded until end of License Term.
Core	A "Core" shall have the meaning provided by Microsoft on its website and/or product documentation. This is used in conjunctions with Microsoft server foundation products such as MS SQL Server, which are Third Party Products.
Device	A "Device" means be each computing device used to collect, process or display digitalized information that, regardless of who owns the device, exists within the field of activity of the customer and for which an active administrative record exists in the Matrix42 Software. Examples of devices: server, desktop computers, notebooks, thin clients, tablets, smartphones, handheld devices. Infrastructure devices (such as a network printer, router, bridge or hub), peripheral devices (such as a monitor, desktop printer or mobile storage device) and other IT objects (such as a SIM card or universal asset) shall not be considered computing devices.
End-User	An "End-User" means any person with whom Customer interacts using the Products.
Environment	An "Environment" refers to a specific setup or configuration in which Software or Subscription Services run. Different environments can include Test, Development, Production or other types of Environments.
FireScope CI	A "FireScope CI" (Configuration Item) means any network-based component that is monitored and/or managed to deliver an IT service; such as a virtual or host server, computer, laptop, router, switch, storage medium or other. If FireScope, a Software or Subscription Service by Matrix42, discovers a device, via the device responding with its IP Address and FireScope monitors that device going forward, it is a counted FireScope CI. In the event certain types of FireScope CI's are discovered, but Client chooses to not monitor them, by disabling them; e.g. IP Phones, they are not counted as FireScope CI's against the Subscription License. Networked based elements are counted as one FireScope CI for each IP address.
Identity	An "Identity" is defined as any active users in Matrix42 IGA solution regardless of the type of identifiable user identity including, but not limited to internal, external and technical users. In addition a user is considered as active, when the status of the user datacard within Matrix42 IGA solution is active or in any other status referring to active.
Installation	An "Installation" means a unique operating environment that has been provisioned for deployment and use with the licensed software.
Integration	An "Integration" shall mean a target system or application connected to the Matrix42 solution of the customer including any other Matrix42 solutions.

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Named User or Agent	A "Named User" or "Agent" allows one dedicated natural person or technical User to the Products regardless of the legal relations of this user to the Customer. By using the named user license, usage of the respective Matrix42 applications and services are restricted to that exact named natural person or technical user. This type of license is only required for people working with the management interfaces of Matrix42. End Users are not included.
NLP Generated User Message	An "NLP generated user message" is defined as an automatically generated message, that is produced by a Natural Language Model ("NLP") incorporated into a Matrix42 Software or Subscription Service.
Oracle Database Instance	"Oracle Database Instance" shall be every Oracle Database included in Third Party Software or Products, uniquely identified by an own ORACLE_SID (short: SID). A database instance is the active part of an Oracle database, which is executed in the memory (RAM) of a computer. The database itself is the data structure located in the file system.
Remote Device	A 'Remote Device' is a target device usable in a remote session of a Product.
Server	A "Server" means a host computer which runs the Products approached to manage.
Session	A "Session" corresponds to one required license. In order to run several sessions simultaneously, a corresponding number of licenses is required.
System	A "System" means a holistic installation consisting of one or more clients and servers including Products with a single holistic purpose.
Transaction	A "Transaction" shall mean an individual API request such as GET, PUT, POST, DELETE or PATCH made to the REST API service of Matrix42 solution.
User	A "User" means every natural person, regardless of the legal relationship to the Customer, for which an active administrative record exists in the Product(s).
User Message	A "User Message" is defined as message sent by the end-user to the agent user of the Live Chat Product.

A.2 Free Services

A.2.1 Matrix42 may at its discretion offer certain Free Products to the Customer. Free Products can be at various stages of development, operation and their use may be unpredictable. Customer acknowledges and agrees that, notwithstanding anything to the contrary in the Agreement: (1) Customer's use of Free Products will be for purposes of evaluating and testing new functionality and providing Feedback to Matrix42; (2) Matrix42 has no obligation to Customer to (i) further develop or release the Free Products or (ii) provide support for the Free Products; (3) Customer bears the sole risk of using the Free Products; (4) Matrix42 provides the Free Products to Customer "as-is" and gives no representation, warranty, indemnity, or guarantee of any kind; (5) Matrix42 has the sole authority and discretion to determine the period of time for testing and evaluation of Free Products and to amend them at any time without notice; and (6) Matrix42 reserves the rights to (i) fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Free Products with or without notice to Customer.

A.2.2 To the maximum extent permitted by law, Matrix42's total aggregate liability relating to Free Products is expressly limited to 100 EUR for any and all damages.

A.3 AI-Powered Features

A.3.1 Customer acknowledges and agrees that Matrix42 may utilize any Customer Material for the purposes of providing, maintaining and developing Matrix42 Products, including but not limited to AI-Powered Features. In carrying out these purposes, Matrix42 may combine data collected from different contexts to provide Customer a more seamless, consistent, and personalized experience, to make informed business decisions, and for other legitimate purposes.

A.3.2 The Customer also acknowledges and understands that Matrix42 may log the prompts/responses and review them the purposes of debugging, improving and developing its own products and services and, if the prompts submitted by the Customer contain personal data,

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undertakes to inform the data subjects about processing for such purposes. Access to customer prompts and responses is controlled on a strictly need-to-see basis and all individuals with access to such data are subject to confidentiality obligations.

A.3.3 Customer retains all ownership of its Customer Material submitted to the Products and Matrix42 retains all ownership in and to all system performance data, machine learning algorithms, and aggregated results of such machine learning.

A.3.4 Customer acknowledges that: (i) certain AI-Powered Features use AI or GenAI as indicated within the Product, on applicable Order Form or within Documentation; (ii) output generated by GenAI is probabilistic, and, as such, GenAI may produce inaccurate or inappropriate content, including so-called hallucinations; (iii) due to the nature of machine learning, GenAI output may not be unique across customers and the AI-Powered Features may generate the same or similar output across customers for a given input prompt; (iv) Customer should evaluate and monitor GenAI outputs for accuracy and appropriateness for Customer's specific use case; (v) unless obvious from the context, Customer should explicitly disclose to end users interacting with AI-Powered Features that such features are non-human; and certain AI-Powered Features use third-party model providers who may monitor Customer prompts and model output (in an automated fashion or by way of human review).

A.4 Audit Rights

A.4.1 Matrix42 or an independent third party named by Matrix42 may assess and audit the Customer's use of the Products, Subscription Licenses and thereto related features referred to under applicable Agreement or Documentation with 14 days' prior written notice at least once per calendar year, and in any case always when Matrix42 has justified reason to suspect any misuse, to ensure the Customer's compliance with the provisions relating to the Agreement or Documentation.

A.4.2 The Customer agrees to give Matrix42 or an aforementioned third party auditor access to the Customer's technical environments and premises for such purpose. Matrix42 and any potential independent third-party auditors shall keep confidential all information provided or disclosed to them during the audit. Matrix42 shall bear all costs relating to such audits unless the audit shows any non-compliance with the Agreement or Documentation, in which case the Customer shall bear the costs of the audit.

A.5 Overuse of On-Premises Software

A.5.1 Use of the Software and/or the Subscription Services beyond the scope of use agreed in the Order Form and the Agreement shall constitute overuse of the software in breach of the contract ("**Overuse**"). The Customer shall notify Matrix42 of any Overuse without delay. Customer shall pay additional remuneration to Matrix42 for the overuse in accordance with the current price list. The amount of the remuneration shall be calculated in accordance with the current price list of Matrix42 at the time at which the overuse becomes known. Further claims by Matrix42, in particular the prevention of overuse by technical measures, shall remain unaffected.

A.5.2 In case of Overuse Matrix42 shall also be entitled to demand a contractual penalty of up to three times the annual licence price to be paid for the Overuse. The assertion of other claims, in particular for injunctive relief or damages, shall remain unaffected.

A.5.3 At Matrix42's request, Customer shall measure the software used by it with an application provided by Matrix42 and shall transmit the result to Matrix42. In this process, a check shall be made as to whether there may be any Overuse. In the event of justified suspicion of Overuse, Matrix42 may request measurement at any time.

A.5.4 This section A.5 shall only apply if the the relevant Software / Subscription Services are hosted by the Customer (on-premise software).

A.6 Supported Software versions

A.6.1 Matrix42 may in its sole discretion determine the versions of Software / Subscription Services which for which it provides maintenance and Support Services. The list of currently supported software versions is available at <https://www.matrix42.com/supported-versions> or another address communicated by Matrix42 from time to time.

A.7 Hosting

A.7.1 Order Form shall specify if Subscription Services shall be deliverable as Cloud Services or Software Services. Where Order Form or other documents for refers to hosting (i) "Cloud" the Cloud Services shall be delivered by Matrix42 to the Access Point and hosted by Matrix42; (ii) "Cloud Your Way" or "Private Cloud" the Cloud Services shall be delivered the object code of Software Services in download format to be used by the Customer in its own system environment according to Matrix42 specifications. In addition, subject to continuous remote connection being provided

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to Matrix42 and other terms Service Description, Matrix42 shall provide Support Services and maintenance, as set out in Service Descriptions; and (iii) "On-premises" the Subscription Services shall be delivered the object code of Software Services in download format to be used by the Customer in its own system environment according to Matrix42 specifications..