

Matrix42 Italy S.R.L
Supplementary Terms of Contract Software Usage

1. Scope

- 1.1 For all customers who are domiciled in the following countries and/or order from the respective Matrix42 subsidiaries, the country-specific EULAs shall apply exclusively: (a) if the customer concludes the contract with Firescope Inc. and/or is domiciled in the USA, the "EULA-USA" (<https://www.matrix42.com/en/terms-and-conditions>) shall apply; (b) if a Customer concludes the contract with Matrix42 Helvetia AG and/or is domiciled in Switzerland, the "EULA-Switzerland" (<https://www.matrix42.com/de/agb>) shall apply; (c) if a Customer concludes the contract with Matrix42 Austria GmbH and/or is domiciled in Austria, the "EULA-Austria" (<https://www.matrix42.com/de/agb>) shall apply; if a Customer concludes the contract with Matrix42 S.a.r.l. (France) and/or is domiciled in France, the "EULA-France" (<https://www.matrix42.com/fr/conditionsgénérales>) shall apply.
- 1.2 If Matrix42 Endpoint Security Antivirus is part of the subject of contract, the "Additional Terms and Conditions for EgoSecure Endpoint Security Antivirus from BitDefender" (Annex A) shall also apply.

2. Definitions/ Licence metrics

An "**Active Management Record**" in the case of devices includes data for devices or mobile terminals that exist within the Customer's domain and for which a data record exists in Matrix42. 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 users, an administration record includes all users recorded in the Matrix42 database. The record shall be deemed active if the Customer cannot prove that a user is no longer working for the Customer in the area of use of the software.

"**Asset**" shall mean any computer unit or infrastructure component for capturing, processing or displaying digitised information, which - irrespective of who owns the device - exists in the customer's area of disposal and for which there is an active management record in Matrix42's software. It is irrelevant whether a computer unit is operated in a virtualised manner. Examples of assets: server, desktop computer, notebook computer, thin client, tablet, smartphone, handheld, network printer, network storage, network router, network switch. Peripheral devices (for example, monitor, workstation printer, mobile storage device) and other IT objects (for example, SIM card or universal asset) are not considered assets.

"**Concurrent User Licenses**" are not personal and can be used by any number of users, but only one user may work with a license at the same time. The license is only required for those users who also work with the management consoles of the Matrix42 applications. End users who contact the Matrix42 applications via the portals, by email or in any other way are not subject to licensing.

The "**Basic Term**" is the first agreed term of a contract.

"**Device**" shall 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. It is irrelevant whether a computing device is operated in a virtualized environment. 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.

"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, etc. If FireScope 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 license. Networked based elements are counted as one FireScope CI for each IP address.

"Named User License" means the licensing to a specific user. By providing a "Named User License", the use of the respective Matrix42 applications and services is limited to a single named user. The legal relationship between the user and the Customer is irrelevant. The license is only required for those users who also work with the management consoles of the Matrix42 applications. End users who contact the Matrix42 applications via the portals, by e-mail or in any other way are not subject to licensing.

"Remote Client" corresponds to one target device for remote control. Every potential target device requires its own remote client license.

One **"Room"** corresponds to one session. In order to run several sessions simultaneously, a corresponding number of rooms is required.

"Renewal Term" means the time by which the term of the Contract is extended after the expiry of the Basic Term or any preceding Renewal Term.

"Server" is a host computer which runs the technology approached to manage.

"Software as a Service (SaaS)" means the provision of Software for use over the Internet on a temporary basis.

"Software Subscription" means the provision of Software for use on a temporary basis.

"System" means a holistic installation consisting of one or more clients and servers with a single holistic purpose.

"User" shall be every natural person, regardless of the legal relationship to the Customer, for which an active administrative record exists in the Matrix42 software.

"User with asset" combines two licensing metrics. Per user, the licensee is entitled not only to manage the user record, but also the number of assets per licence defined in the specification.

3. Rights of use to the Matrix42 software

- 3.1 Customer is granted the simple, non-exclusive, non-transferable, time-limited right to use the software exclusively for the intended use and for its own business purposes for the specific country agreed between the parties in which the software is to be used. In the absence of an express agreement, the right of use shall be granted exclusively for the country in which the customer has its place of business. Customer is entitled to use the software for the time and the agreed type of license-metric specified in the specification in the manner described below.
- 3.2 The agreed nature of the software, including the system environment approved by Matrix42, shall be derived from the user documentation and, in the case of SaaS, additionally from the respective current cloud service description.
- 3.3 Customer shall receive software only in object code and in principle by granting a download option. Customer receives user documentation with the software (e.g. in the form of online help). If SaaS has been agreed, Customer shall only receive access to the software via the Internet and online help in a data centre of Matrix42 or a subcontractor within the scope of the agreed availability.
- 3.4 The customer has informed himself about the essential functions of the software and shall therefore bear the risk that the software meets his wishes and requirements.
- 3.5 Companies affiliated with Customer in accordance with § 15ff. AktG may use the software within the scope of the rights granted to Customer. However, Customer shall be obliged to notify Matrix42 of the use at affiliated companies.
- 3.6 Customer may reproduce the software insofar as the respective reproduction is necessary for the intended use of the software. Necessary duplications shall include the installation of the programme from the original data carrier to the mass storage of the hardware used, the loading of the programme into the main memory, the execution of the software and the production of an appropriate number of backup copies.
- 3.7 Use of the software beyond the scope of use agreed in accordance with clause 3.1 shall constitute overuse of the software in breach of the contract. 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.
- 3.8 Customer shall not be permitted to sell, lend, hire out or otherwise transfer the software to third parties for acquisition purposes, to sub-licence or to

publicly reproduce or make the software accessible; this shall also include provision for use as part of an outsourcing or comparable concept.

- 3.9 Reproductions and modifications, in particular adaptations, of the software as well as decompilation are prohibited; the mandatory provisions of Sections 69d, 69e UrhG shall, however, remain unaffected.
- 3.10 Customer is responsible for compliance with the above provisions by his employees. If there is any suspicion of unauthorised use of the software by employees or third parties, Customer shall inform Matrix42 without delay and cooperate to the best of its ability in clarifying the matter. In particular, Customer shall inform Matrix42 without delay if the number of users changes.
- 3.11 If Customer culpably breaches one of the provisions in 3.7h to 3.10 Matrix42 shall be entitled to demand a contractual penalty of up to three times the annual licence price to be paid for the overuse, the appropriateness of which shall be reviewed by the Frankfurt am Main Regional Court at the request of Customer. The assertion of other claims, in particular for injunctive relief or damages, shall remain unaffected. A contractual penalty shall be offset against a claim for damages.
- 3.12 At Matrix42's request, which shall normally be made once per calendar year, 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. Other and further claims of Matrix42 shall remain unaffected.
- 3.13 The following shall additionally apply to Software as a Service:
 - 3.13.1 Matrix42 shall provide Customer with the software product designated and described in the Matrix42 Manufacturer's Service Description for use via the Internet. The software shall be operated on computers of a computer centre used by Matrix42 and Customer shall receive the non-exclusive and non-transferable right to access the software by means of a browser and an Internet connection and to use it for its own business purposes exclusively in the exercise of its commercial activity for the term of this contract agreed in the order. Customer is responsible for the Internet connection between Customer and the computer centre and the hardware and software required for this (e.g. PC, network connection, browser). The right of use is limited to the number of usage units booked by Customer (e.g. number of users or managed devices or user with assets). Transfer of use or provision of the service to third parties shall be prohibited, unless otherwise agreed. Matrix42 shall not provide its services to consumers, but exclusively for the purposes of the customer's commercial activity.
 - 3.13.2 In the case of SaaS contracts, Matrix42 shall carry out any updates and upgrades to the software used at its own discretion. Customer

shall not be entitled to the latest software version.

3.13.3 During the contractual term of a cloud service, Customer may export the data stored by it via the cloud service in the data centre via an export function. After the end of the contract term, Customer shall no longer have access to this data. Matrix42 shall retain this data for 30 days after the end of the contract and shall provide Customer with a copy of the data in a format customary in the industry to be selected by Matrix42 upon request during this period in return for separate remuneration; after the aforementioned period - or earlier at Customer's request - Matrix42 shall delete the data.

3.13.4 The Matrix42 Cloud Service Description in the respective current version shall apply to all SaaS services of Matrix42.

4. Supplementary terms of payment, adjustment of the units of use

4.1 Unless otherwise agreed in the Specification, the License Fee shall be payable in full in advance at the commencement of the Contract for the Basic Term and thereafter at the commencement of each Renewal Term.

4.2 An increase in the booked usage units (or a change to a higher service package) shall be possible at any time; a reduction (or a change to a lower service package) shall only be possible with effect from the end of the basic term or a renewal term or prior to this with the consent of Matrix42.

4.3 In the event of an increase in the booked usage units within the basic term or a renewal term, the additional fees shall be invoiced on a pro rata basis. For the additional usage units, the prices shall apply in accordance with the Matrix42 price list valid when the additional usage units are ordered.

5. Cooperation obligation of the customer

In order that a Matrix42 cloud service can be provided according to contract, Customer shall be obliged to fulfill the Matrix42 requirements in terms of Internet connection, hardware, and other system requirements as per the description of services. Customer must keep credentials needed to access the cloud service confidential and may not give these to its own employees or third parties, unless this is a requirement under the agreed use of the cloud service.

6. Defect rights

6.1 In the event of a defect, Matrix42 may, at its option, either a) make reasonable efforts to remedy the defect in accordance with industry standards or b) replace the Matrix42 software with software that essentially complies with the documentation or the service description. Matrix42 shall be entitled to circumvent the defect by means of a workaround solution if the cause of the defect itself can only be eliminated with disproportionate effort and the usability of the service does not suffer significantly.

- 6.2 If the defect cannot be rectified within a reasonable period of time or if the rectification of the defect or the replacement has definitively failed, the customer shall be entitled to reduce the fees agreed appropriately and/or to terminate the contract immediately for good cause if the statutory requirements are met.
- 6.3 Termination by the customer pursuant to Section 543 (2) sentence 1 number 1 of the German Civil Code (Bürgerliches Gesetzbuch - BGB) due to failure to provide use in accordance with the contract shall only be permissible if Matrix42 has been given sufficient opportunity to remedy the defect and this has failed. The rectification of defects shall only be deemed to have failed if it is impossible, if it is refused or unreasonably delayed by the provider, if there are reasonable doubts regarding the prospects of success or if it is unreasonable for the customer for other reasons.
- 6.4 The Customer's rights due to defects shall be excluded insofar as the Customer makes changes to the software or has changes made to the software without the consent of Matrix42 unless the Customer proves that the changes do not have any effects on the analysis and elimination of the defects that are unreasonable for Matrix42. The Customer's rights due to defects shall remain unaffected, provided that the Customer is entitled to make changes, in particular within the scope of exercising the right of self-remedy pursuant to Section 536a (2) of the German Civil Code (Bürgerliches Gesetzbuch - BGB), and that these changes have been carried out professionally and documented in a comprehensible manner.
- 6.5 Warranty remedies are conditioned upon a) any error or defect complained of is reasonably reproducible by Matrix42, b) the breach is not attributable in whole or in part to any non-Matrix42 products or services.
- 6.6 The warranties set out in this Agreement are the sole warranties provided by Matrix42. Matrix42 or its supplier do not warrant any other warranties, including that Matrix42 Software is error free, whether express or implied, including, without limitation, the implied warranties of satisfactory quality, warranty of fitness for a particular purpose.
- 6.7 In the case of standard software that has been produced by third parties, and this has been indicated in the quotation, the Customer shall assert any potential claims arising from defects in the first instance against the producers of the software in question. Only where such claims against a producer remain unfulfilled due to circumstances that are not the responsibility of the Customer may the Customer assert a claim arising from defects against Matrix42.
- 6.8 Claims arising from a defect in the case of software shall only exist if the Customer has installed all the software patches provided by Matrix42 and used the software in the contractually agreed environment in accordance with the service description.

6.9 In the case of leased Software, strict liability on the part of Matrix42 for defects existing upon conclusion of a contract (Section 536 (a) of the German Civil Code) shall be excluded.

6.10 The Customer may not assign claims arising from defects.

7. Technical protective measures

7.1 Matrix42 shall be entitled to take appropriate technical measures to protect against a non-conforming use of the software. It may be necessary to activate a license key before using the software. The use of the Software on an alternate or subsequent configuration of the Customer may not be significantly affected by this.

7.2 The Customer shall be obliged to treat the license key as confidential and store it in a secured location to protect against unauthorized access by third parties. The Customer is not entitled to disclose the license key to third parties during the term of this agreement or after the end of this agreement.

8. Copyright notices

The Customer acknowledges that the software and the user manual are protected by copyright. Copyright notices, serial numbers and other markings used to identify the software must not be removed or altered by the Customer.

9. No usage in high security areas

The software is not intended for use or distribution as equipment in high security areas. These includes, but not limited to, nuclear facilities, aviation navigation and communication equipment, direct life support or weapon systems, and in security critical areas where the failure of the software could lead directly or indirectly to death or bodily injury or serious environmental or other physical damage. The Customer shall not use maintenance and support services for these high-risk areas.

10. Term and Termination for Software Subscription and SaaS

10.1 The contract is concluded for a specific Basic Term stated in the specification and is then automatically extended for the same period in each case (Renewal Term), but for a maximum of 12 months, if the contract has not been terminated by one party with three months' notice to the end of the Basic Term or an Renewal Term. The right to terminate for good cause remains unaffected. If no Basic and/or Renewal Term is specified in the specification, this shall be 12 months in each case.

10.2 The right to terminate for good cause remains unaffected.

Annex A**Additional Terms and Conditions for Matrix Endpoint Security Antivirus from BitDefender**

In addition to the License Terms and Conditions, these additional terms and conditions govern the use of software that contains BitDefender-SRL ("BitDefender") code.

1. The end user shall confirm in writing on request that it is using the software for the number of servers agreed by the Parties with the agreed number of copies and the agreed system configuration at the agreed location.
2. Complaints and negotiations regarding BitDefender SRL shall be subject to Romanian law, excluding IPR provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).