

## END USER LICENSE AGREEMENT

This End User License Agreement (the "Agreement") is entered into by and between **DeepInspect S.r.l.**, P.IVA 16143641005, an Italian Company having its premises at Via Ortigara, 3 00195, Roma (RM), duly represented by its Legal Representative ("**DeepInspect**") and **End User**.

Each of DeepInspect and End User is referred to herein individually also as a "**Party**" and together as the "**Parties**".

BY DOWNLOADING, INSTALLING, REGISTERING, ACCESSING, EVALUATING OR OTHERWISE USING DEEPIINSPECT PRODUCTS, END USER ACKNOWLEDGES AND AGREES THAT IT IS BOUND TO THIS AGREEMENT. IF END USER DOES NOT ACCEPT ALL THE FOREGOING TERMS, IMMEDIATELY CEASE USING OR ACCESSING THE PRODUCTS.

### BACKGROUND

- (A) End User has entered into an agreement with a Reseller to obtain the Products and Services (if any).
- (B) End User acknowledges and agrees that the terms and conditions relevant to provision of Products and Services by DeepInspect are the following.

### 1. DEFINITIONS

In this Agreement, unless the context requires otherwise, the following expressions shall have the meaning ascribed to them below. Other terms are defined elsewhere in the Agreement:

- "Affiliate"** means any entity (i) in which more than fifty (50) % of the voting equity interest is or will be owned or controlled, directly or indirectly, by a Party, (ii) which now or hereafter owns or controls, directly or indirectly, more than fifty (50) % of the voting equity interests of a Party, or (iii) in which more than fifty (50) % of the voting equity interests are now or hereafter owned or controlled, directly or indirectly, by an entity identified in the preceding Section (i) or (ii).
- "Effective Date"** means the date of the purchase order between End user and Reseller.
- "End User"** means the End User entity that has obtained the Software and Hardware for its internal productive use and not for outright resale, referred to in the order between End user and Reseller.
- "End User Data"** means data that may be accessed or collected by DeepInspect through the Software during the performance of this Agreement, in the form of logs, session data, telemetry, user data, usage data, threat intelligence data, threat detection information, copies of potentially malicious files detected by the Software, system stability data, user experience data, user interface data, and network traffic metadata. End User Data may include confidential data and Personal Data, such as source and destination IP addresses, active directory information, file applications, URLs, file names, and file content.
- "Hardware"** means any DeepInspect hardware purchased by End User as listed in the agreement between Reseller and End User, subject to the present Agreement.
- "Intellectual Property Rights"** means any intellectual or industrial property right, such as (as a way of example only) patents, trade secrets, know-how, designs, trademarks, internet domain names, business name, copyright and related rights, all whether registered (including at the stage of application only) or unregistered.
- "Support Services"** means services for support and maintenance of the Products which may be purchased by End User as listed in the agreement between Reseller and End User, and delivered under the terms of this Agreement as integrated by the terms and conditions detailed in Schedule B;
- "Personal Data"** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- "Professional Service(s)"** means a professional service offered by DeepInspect (such as consulting, installation, implementation, training or other services that are not Support Services), the provision of which is subject to the execution of a specific Statement of Work between End User and

DeepInspect. Such Professional Services shall be subject to the provisions set forth in the SOW as well as to the Terms and Conditions of Professional Services under Schedule C.

**“Software”** means the DeepInspect software products, as listed in the agreement between Reseller and End user, subject to the present Agreement.

**“Documentation”** means the then-current, generally available, written user manuals and online help and guides (if any) provided by DeepInspect for Products which incorporates also the specifications setting forth the functional requirements and technical specifications of the Products, (**“Specifications”**). Each Specification will apply only to the Product to which it explicitly refers.

## 2. SOFTWARE LICENSE

Subject to the payment of the relevant fees to Reseller and subject to the accomplishment by End User of the terms and conditions of this Agreement, as well as of the applicable Specifications, DeepInspect grants to End User a non-exclusive, nontransferable, limited license to use the Software solely for End User's internal use. DeepInspect expressly reserves all other rights in the Software.

License granted to End User shall continue for the duration as indicated in the relevant order and commence on delivery of the Software to End User pursuant to section below.

The Software is made available to the End User, in secure digital mode, being understood that digital delivery must be considered completed at the moment in which DeepInspect makes the Software available to the End User through the aforementioned secure digital method, regardless of the moment in which the End User downloads or installs it. Failure to reject the Software within 5 working days from the delivery of the same will be deemed as full acceptance of the same.

The installation of the Software, being a Professional Services, is not the responsibility of DeepInspect, unless such installation Services are separately subscribed in a Statement of Work.

## 3. END USER'S OBLIGATIONS

End User shall use the Products only for internal use and not for distribution to third parties.

End User shall use Products according to the relevant Specifications. In particular, End User shall use Software only on the Hardware it was provided for and Hardware only with the Software indicated as suitable by DeepInspect.

DeepInspect (also through its independent auditors) shall have the right to audit End User's use of the Products no more than once annually to confirm compliance with the terms of this Agreement and the Documentation and Specifications.

End User acknowledges and agrees that Software may include third party's software provided under terms and conditions different from this Agreement (such as open source or community source or third party's software), which may be identified in a text file or about box or in a file or files referenced thereby, and End User agrees that such software will be subject to such other terms and conditions to the extent they differ from this Agreement, or to the extent required by such other terms and conditions, that End User undertakes to comply with.

End User acknowledges that use of Products may be subject to legal restrictions provided by Data Protection Laws, Anti-Terrorism Laws, Export Control Law and similar laws, statutes or regulations. Such restrictions may significantly vary depending on the context of use and other circumstances. Therefore, it is the End User's unique liability to use and configure Products in order to comply with such laws, statutes or regulations. End User agrees to indemnify and hold DeepInspect harmless for any liability, loss, damage, cost, expense, or penalty arising from End User's non-compliance with this provision.

End User acknowledges that it is solely responsible for its data and it shall back up them before DeepInspect performs any upgrade or other work on End User's systems. DeepInspect shall not be liable for any End User's loss of data, to the maximum extent permitted by law.

## 4. RESTRICTIONS

To the maximum extent permitted by law, End User shall not (and shall not permit, encourage or assist any third party to): (i) copy, modify, translate, reverse engineer, decompile, disassemble or otherwise reduce the Software to human perceivable form or attempt to discover underlying source code, algorithms or techniques; (ii) recreate or generate any of the DeepInspect's Products or any part thereof or use any Product or portion thereof to develop any similar item or any competitive products or services; (iii) sell, resell, distribute, transfer, publish, disclose, rent, lend, lease or sublicense the Products to any third party; (iv) disclose any benchmarking, competitive analysis or other results obtained from any Product; (v) use or remove the applicable Software from any Hardware on which or for which they are provided for; (vi) attempt to disable or circumvent any license key, encryption or other security device or mechanism used in connection with the Products; (vii) remove or otherwise interfere with any portion of the Product designed to monitor End User's compliance with this Agreement; or (viii) otherwise use the Products in any manner not authorized by the applicable specifications.

End User acknowledges that Software may include license keys and other features that disable use and at the end of the license term for any reason whatsoever, or once the scope of the agreed Professional Service for which the Software is provided for is

met and, to the extent permitted by law, DeepInspect may at its own discretion totally or partially disable or obscure the Software. DeepInspect assumes no responsibility or liability toward the End User and/or any third party as a consequence of such disablement and/or obscuration.

End User shall not engage any third parties to conduct security audits of DeepInspect Products without the prior written consent of DeepInspect.

## **5. INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights in or relating to Software – unless otherwise indicated - are and shall remain the property of DeepInspect. All implied licenses are disclaimed and all rights not expressly granted herein are reserved to DeepInspect.

End User agrees that DeepInspect may use and exploit without restriction any Error reports, suggestions, ideas and other information provided by End User with respect to the Software (collectively “**Feedback**”) and DeepInspect only shall own the rights on any fixes, modifications, improvements and new versions made based on such information. Without prejudice of the foregoing, to the extent that this is further necessary, End User hereby grants to DeepInspect and its assignees a royalty free, worldwide, perpetual, irrevocable license to freely use, disclose, and otherwise exploit such Feedback, including but not limited to incorporation of the Feedback into future versions of the Software.

End User shall notify DeepInspect immediately if it becomes aware of any illegal or unauthorized use of any of DeepInspect’s Intellectual Property Rights and it will assist DeepInspect, at DeepInspect’s expense, in taking all steps necessary to defend DeepInspect’s rights therein.

End User shall promptly notify DeepInspect if any claim or demand is made or action brought against End User in relation to DeepInspect’s Intellectual Property Rights. DeepInspect shall at its discretion and at its own expense conduct all negotiations for settlement of the same or any litigation in relation to it and End User undertakes to grant to DeepInspect exclusive control of any such negotiations or litigation. End User shall, at the request and expense of DeepInspect, give DeepInspect all reasonable assistance for the purpose of contesting any claim or demand made or action brought against End User and/or DeepInspect in relation to DeepInspect’s Intellectual Property Rights.

If it is determined by a Court, or if DeepInspect believes, that the Software or any part thereof, infringe any third party’s Intellectual Property Rights, or if the sale or use of the Software, or any part thereof, is prevented, then DeepInspect may, at its election, option and expense: (i) procure for End User the right under such third party’s Intellectual Property Right to use the Software or such part thereof; (ii) replace or modify the Software or such part thereof, with other non-infringing suitable Software. DeepInspect will not be liable for any costs or expenses incurred without its prior written authorization, or for any installation costs of any replaced Software.

## **6. TERMS AND TERMINATION**

The license subject to this Agreement starts on the date of delivery of the Software by DeepInspect and lasts according to the order between End User and Reseller.

Either Party may terminate this Agreement in the event of breach by the other Party that is not cured within thirty (30) days after notice.

In consideration of the necessity to protect the Products, this Agreement shall immediately terminate by DeepInspect, after written notice, in the event of breach by End User of:

- (i) End User’s obligations under Section 3;
- (ii) Restrictions under Section 4;
- (iii) Confidentiality duties, under Section 10.

Upon expiration or termination for any reason of this Agreement End User shall immediately cease all use of the Products.

At DeepInspect’s option, End User shall return or certify removal, uninstallation, erasure or destruction of Software (including possible copies) to DeepInspect. For a period of 24 (twenty-four) months from the date of expiration or termination of this Agreement, DeepInspect may, upon notice to the End User, further verify, during the course of a working date, the actual uninstallation of the Software.

End User is fully responsible for the permanent erasure of all of its information, including, without limitation, all personally identifiable information, contained in Software before such are returned to DeepInspect and for all costs associated with such erasure. DeepInspect is not liable for any information contained in such items notwithstanding the above provisions.

Any provision that by its nature or according to the context is intended to survive any expiration or termination, such as – by way of example only but not limiting - provisions relating to confidentiality, liability, indemnity, shall so survive.

## **7. REPRESENTATIONS AND WARRANTY**

Each Party represents and warrants (each to the extent of its competence) that: (1) it is a corporation duly organized, validly existing and in good standing under the laws of its chartering jurisdiction; (2) it has the requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement; (3) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action; (4) the execution, delivery, and performance of this Agreement does not violate, conflict with or cause a default under any material agreement, license, lease or other contract to which it is a party or by which it is bound; (5) no approval, authorization or consent of any governmental or regulatory

authority is required to be obtained by it in order for it to enter into and perform its obligations under this Agreement; (6) it shall comply with all laws and regulations applicable to it, specifically including the Privacy Regulations, and shall obtain all applicable permits required by it, in connection with its obligations under this Agreement; (7) this Agreement is legally binding upon it and enforceable in accordance with its terms.

End User represents and warrants that it is not the subject of, and that End User is not located in a country or territory that is the subject of, economic sanctions.

DeepInspect warrants that (i) the Hardware shall be free from defects in material and workmanship for ninety (90) days from the date of shipment and substantially perform in accordance with the DeepInspect published Documentation under normal usage and with regular recommended service (ii) Software will substantially conform to the applicable Specification for ninety (90) days from the delivery pursuant to section 2 above. All warranty claims must be made on or before the expiration of the applicable warranty period. Any marginal differences between the Products and the relevant Documentation and/or Specification shall not be considered essential.

If End User discovers a non-conformity in the Product, then DeepInspect's entire liability and End User's exclusive remedy shall be as follows. End User shall submit to DeepInspect a written report describing the nonconformity in sufficient detail to permit DeepInspect to reproduce such non-conformity. If DeepInspect confirms, by its own test, the reported non-conformity, then DeepInspect shall use commercially reasonable efforts, at its option, to (i) correct the non-conformity, (ii) replace the affected Product. If DeepInspect, at its own discretion, determines that none of these alternatives is reasonably available, then DeepInspect may immediately terminate this Agreement and the license related to the affected Product, without any liability for DeepInspect. To the extent that any DeepInspect Hardware or portions thereof are replaced pursuant to Section 7, such Hardware shall be returned to DeepInspect and become the property of DeepInspect.

The warranties described in this section do not apply to, and DeepInspect shall have no liability for or obligation to remedy, repair or replace a Product due to problems that arise from (i) accident, neglect, abuse by End User or any third Party; (ii) residing in or operating with non-DeepInspect Products or other items or services or other causes beyond DeepInspect's control; (iii) installation, operation or use not in accordance with DeepInspect's instructions or the applicable documentation; (iv) use in an environment, in a manner, prohibited in the applicable Documentation provided by DeepInspect or for which the Product was not designated; or (v) installation, modification, alteration or repair by anyone other than DeepInspect or its authorized representatives (vi) in case of Hardware, causes not attributable to normal wear and tear.

## **8. LIMITATION OF LIABILITY**

To the maximum extent permitted by law, in no event shall DeepInspect be liable to the End User for any lost profits, or revenues or for indirect, incidental, special or consequential or punitive damages (including, without limitation, loss of business, costs of procurement of substitute goods) arising out of or relating to this Agreement or the Products and/or Services, however caused, whether in contract, tort or under any other theory of liability, and whether or not the Party has been advised of the possibility of such damages. DeepInspect's total liability and/or indemnity arising out of or relating to this Agreement or any Product and/or Service will in any case not exceed the fee paid by End User for the respective Product to which the claim relates, regardless of whether any remedy set forth herein fails of its essential purpose.

Without prejudice to the limits and prohibitions imposed by mandatory provisions of law, the End User waives the right to take any action (of termination, reduction of the consideration, compensation for damages or fulfilment) connected to any breach that has not been promptly communicated to DeepInspect, thus preventing it from intervening.

Except as expressly provided for herein, to the fullest extent permitted by law, the Products are provided on an "as is" and "as available" basis without any warranties of any kind, and DeepInspect expressly disclaim any and all warranties, whether express or implied, including the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. End User acknowledges and agrees that DeepInspect does not warrant that the Products will be uninterrupted, timely, secure, or error-free, that all defects can be corrected, or that Products meets End User's requirements.

DeepInspect is not responsible for any End User's information used by End User with the Products notwithstanding anything to the contrary herein.

Each Party disclaims all liability and indemnification obligations for any harm or damages caused by any third-party hosting service providers.

Any third-party hardware or software supplied with or in Software pursuant to this Agreement is warranted by the respective manufacturer of such third-party hardware or software in accordance with the accompanying product warranty (if any). DeepInspect assumes no liability in relation to them.

## **9. INDEMNITY**

Subject to Section 5 and without prejudice of the agreed limitations of liability set forth in Section 8, DeepInspect shall indemnify End User against possible costs supported by End User due to a court decision, in relation of any infringement in any third party Intellectual Property Rights resulting from End User's use of the Products in accordance with this Agreement and relevant Specifications.

This indemnity does not apply if DeepInspect's liability is due to (i) End User's willful misconduct or negligence; (ii) End User's failure to use the Products in accordance with the applicable Specifications; (iii) End User's use of the Products outside the

scope of the rights granted under this Agreement; (iv) DeepInspect complying with End User's specifications, (v) modifications of the Products by End User without DeepInspect's prior consent; (vi) any combination or use of the Products with or in any third-party software, hardware, process, firmware, or data, to the extent that such claim is based on such combination or use; (vii) End User's continued use of the allegedly infringing Products after being notified of the infringement claim; (viii) End User's continued use of the allegedly infringing Products after being provided a modified version of the Products by DeepInspect that is intended to address such alleged infringement.

The remedies specified in Section 5 and in this Section constitute End User's sole and exclusive remedies and DeepInspect's entire liability, with respect to any infringement of third-party Intellectual Property Rights.

End User will defend any action brought against DeepInspect, its Affiliates, and its and their respective employees, contractors, agents, officers and directors to the extent based upon a third-party claim arising from or otherwise related to: (i) the unlawful processing of End User Data due to End User's activity or inactivity; or (ii) any use of the Software by End User not authorized under this Agreement or in violation of law. End User will pay any costs, damages and reasonable attorneys' fees attributable to such action that are finally awarded against DeepInspect or agreed upon in settlement.

## 10. CONFIDENTIALITY

The term "**Confidential Information**" includes all information furnished by either party (the "**Discloser**") to the other party (the "**Recipient**"), whether in oral, written, graphic or machine readable form, whether orally or in writing, that is designated as confidential or that - by its nature and/or the circumstances of its disclosure - should be reasonably understood to be confidential.

In addition to the foregoing, Confidential Information of DeepInspect also include all information relating to the Products, including but not limited to information relating to the content, the performance, reliability, and stability of the Products (including availability, uptime, and performance benchmarks), operation of the Products, know-how, techniques, processes, ideas, algorithms, design and architectures and all documentation related to the Products, provided in oral, written, graphic or machine readable form, whether orally or in writing.

Notwithstanding the foregoing, Confidential Information do not include information that:

- (i) was already lawfully in Recipient's possession without any obligation of confidentiality prior to disclosure by Discloser;
- (ii) was in the public domain prior to this Agreement or has entered through no action or failure to act of the Recipient;
- (iii) has been disclosed to the Recipient on a non-confidential basis from a third party who has the right to disclose such information;
- (iv) has been independently developed by the Recipient without reference to or use of the Discloser's Confidential Information;
- (v) has been approved in writing by the Discloser for disclosure by the Recipient.

Confidentiality obligation will last until Confidential Information remains confidential according to the foregoing.

The Recipient shall safeguard the Confidential Information of the Discloser with at least the same degree of care that it utilizes to safeguard its own Confidential Information of like kind, but in any event not less than a reasonable degree of care. The Recipient agrees (a) not to disclose the Confidential Information of the Discloser to any third parties (except for its employees, Affiliates, subcontractors, or professional advisors, who shall be bound by an obligation of confidentiality no less restrictive than this provision and only on a strictly "need-to-know" basis) in the breach of the foregoing and (b) to use the Confidential Information solely for the purpose of performing its obligations and exercising its rights under this Agreement.

The Recipient shall not remove or alter any copyright, trademark, service mark or other proprietary rights notice attached to or included in any Confidential Information furnished by Discloser.

Each Recipient - at Discloser's discretion - shall destroy or return to Discloser all Confidential Information of the Discloser that the Recipient possesses upon the expiration or termination of this Agreement; provided, however, that to the extent that copies of Confidential Information are contained in the Recipient's off-site backup data storage archives and are not readily accessible for deletion, the Recipient will not be obligated to delete such copies so long as it does not willfully attempt to access such Confidential Information and continues to comply with the confidentiality restrictions set forth herein.

If the Recipient is compelled by law, regulation or a Court of competent jurisdiction to disclose any of the Discloser's Confidential Information then, to the extent permitted by law, the Recipient will promptly notify the Discloser so that it may seek a protective order or other appropriate remedy, where applicable. The Recipient will provide reasonable cooperation at the Discloser's expense in seeking such order or other remedy. If disclosure is ultimately required, the Recipient will furnish only that portion of the Confidential Information that is legally required, exercise reasonable efforts to obtain assurance that it will receive confidential treatment and will continue to treat such Confidential Information in accordance with its obligations under this provision.

## 11. PROCESSING OF END USER DATA

To the extent permitted by applicable law, DeepInspect will process data received from use of the Products, including End User Data and Personal Data, for the following purposes: (i) providing Products and Services to End User; (ii) analyzing, maintaining and improving DeepInspect's products and services; and (iii) complying with legal and/or contractual terms.

To the extent that DeepInspect processes Personal Data on behalf of End User as a data processor in the meaning given in EU data protection law, it will do so in accordance with Article 28 of Regulation (EU) 2016/679 (“**GDPR**”) and under the following terms in this clause.

DeepInspect will store, process, retrieve, and disclose the End User Data for the purpose of providing the Products and Services to End User or otherwise meeting its obligations hereunder and as otherwise required by law. DeepInspect may monitor and access: (i) system stability data, including uptime statistics for various processes; hardware, software and network failure indicators; and backtrace and call stack data; (ii) interface data; and (iii) threat detection information, including: (I) the number, type and score of each threat detection instance (based on DeepInspect proprietary metrics); (II) the attribution of each threat detection to an anonymized host or account; and (III) the score for each anonymized host or account.

During the performance of this Agreement, DeepInspect may receive VPN access to Software on the End User’s network to facilitate troubleshooting and to provide recommendations to optimize system configuration, including monitoring, accessing and temporarily storing packet capture data and non-anonymized detection details. End User Data may be stored for a longer period in artifacts of the services delivered, including support tickets and configuration recommendation reports.

During the performance of this Agreement, DeepInspect may receive anonymized user experience data, including: the last login time; the frequency of logins; and user interface clickstream data.

As applicable for the execution of the Agreement, DeepInspect commits itself to process End User Data only on documented instructions provided from End User.

DeepInspect shall ensure that personnel it authorizes to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

By entering into the Agreement, End User acknowledges and authorizes DeepInspect to engage sub-processors for the processing of End User Data. To this end, DeepInspect shall: (i) notify End Users that have opted in to receive compliance notification of such change to give End User the opportunity to object to such sub processing; (ii) impose appropriate contractual obligations upon the sub-processor that are no less protective than this Section; and (iii) remain responsible for the sub-processor’s compliance with this Agreement and for any acts or omissions of the sub-processor that cause DeepInspect to breach any of its obligations under this agreement. If End User objects to a new sub-processor, it must do so in writing within fifteen (15) days of such update and DeepInspect shall then endeavor to offer alternate options for the delivery of Software that do not involve the new sub-processor without prejudice to any of End User’s termination rights.

DeepInspect guarantees to have implemented practices and policies to maintain appropriate organizational, physical and technical measures to safeguard the confidentiality and security of Personal Data to comply with applicable laws and Article 32 GDPR.

In the event of any unauthorized access to any End User Data stored on DeepInspect equipment or in DeepInspect’s facilities, or unauthorized access to such equipment or facilities resulting in accidental or unlawful destruction, loss, unauthorized disclosure of or access to, or alteration of End User Data that compromises the security of such End User Data (“**Data Breach**”), DeepInspect without undue delay will: (i) inform End User about Data Breach and proceed with any fulfillment required by the GDPR and applicable data protection laws; (ii) investigate and provide End User with detailed information about the Data Breach; and (iii) take reasonable steps to mitigate the effects and minimize any damage resulting from the Data Breach as required by applicable data protection laws.

DeepInspect shall provide reasonable assistance to End User by appropriate technical and organizational measures to comply with its applicable data protection obligations to respond to any data subjects’ requests under the GDPR and any other legal requirements and, as appropriate, considering the nature of the data processing and the information available to DeepInspect, to meet obligations pursuant to Articles 32 to 36 GDPR.

DeepInspect will process and retain personal data for no longer than is necessary for the purposes of executing the Agreement and, in any case, no longer than ten (10) years from termination of the Agreement. Upon termination of this Agreement, DeepInspect shall, upon End User’s request, delete End User Data that is no longer necessary to carry out any of the purposes under this Section.

Upon End User’s request, DeepInspect will make available all information necessary to demonstrate compliance with the obligations laid down in this Agreement and allow for and contribute to audits.

End User Personal Data may be sent to facilities hosted outside the country where End User purchased or utilizes the Software. In any case, to the extent Personal Data is transferred outside the European Union, DeepInspect shall comply with the applicable data protection laws regarding the collection, use, transfer, retention.

DeepInspect may use End User Data for the following purposes: (a) to inform End User about products, seminars and services DeepInspect considers of interest to End User; (b) to contact End User if DeepInspect needs to obtain or provide additional information; and (c) to verify the accuracy of DeepInspect’s records. DeepInspect may use web analytics and cookies as set forth in DeepInspect’s Privacy Policy under Schedule B, which DeepInspect may amend from time to time in compliance with applicable laws and regulations.

End User is responsible for use of the Products and Services by its users and for their compliance with this Agreement. End User is solely responsible for the accuracy, quality, legality, reliability and appropriateness of all End User Data, and acknowledges that: [(i) the Administrator will access, monitor, use and disclose the End User Data; and (ii)] DeepInspect will access the End User Data.

End User represents and warrants that End User’s use of the Products and Services shall comply with all applicable laws, including those related to data privacy, data security, and international communications and that End User has obtained all consents necessary for DeepInspect to engage in data processing under this Agreement. Submission or provision of End User

Data to DeepInspect shall be at End User's own risk, and DeepInspect assumes no responsibility or liability for receipt of such End User Data.

End User shall promptly notify DeepInspect if it becomes aware of any unauthorized use of or access to Products and/or Services.

All the information on the processing of End User Data that may be required under Articles 13 and 14 GDPR is provided to End User under Schedule A.

## 12. NOTICES

Any notice whatsoever which either Party hereto is required or authorised by this Agreement to give or make to the other shall be deemed given when delivered: a) by courier, upon written confirmation of receipt; b) by certified or registered mail, upon evidence of delivery for DeepInspect at the address specified in the header of the Agreement, and for End User at address specified in the order.

Any Party may change its contact details by notice to the other Party.

## 13. FORCE MAJEURE

DeepInspect shall not be responsible for any cessation, interruption or delay in the performance of its obligations hereunder due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott, epidemic or pandemic, or other similar events beyond its reasonable control.

## 14. GOVERNING LAW - DISPUTES

This Agreement is governed by the Italian law. Any dispute or claim arising out of or related to this Agreement, or breach or termination thereof, shall be subject to exclusive jurisdiction of the Court of Rome.

## 15. MISCELLANEOUS

This is the entire agreement between the Parties relating to the subject matter hereof and it supersedes all previous agreement. No waiver or modification of this Agreement shall be valid unless in writing signed by each Party. This contract is binding for the Parties, their successors and assigns.

The waiver of a breach of any term herein shall in no way be construed as a waiver of any other term or breach.

If any provision of this Agreement shall be held invalid, the remaining provisions of this Agreement shall remain in full force and effect.

This Agreement and the rights hereunder may not be assigned or otherwise transferred, either directly or indirectly, by End User without the prior written consent of DeepInspect.

DeepInspect SRL

[End User]

\_\_\_\_\_

\_\_\_\_\_

Name:

Name:

Title:

Title:

[Place and date]

[Place and date]

Pursuant to art. 1341 and 1342 of the Italian Civil Code, End User specifically agree on the following clauses of this Agreement: 3 - End User's Obligations; 4 - Restrictions; 5 - Intellectual Property; 6 - Terms and Termination; 7 - Representation and Warranty; 8 - Limitation of Liability; 9 - Indemnity; 13 Force Majeure; 14 Governing Law and exclusive competent Court; 15 - Miscellaneous.

[End User]

\_\_\_\_\_

[Place and date]

**SCHEDULE A**  
**to the End User License Agreement**

**PRIVACY POLICY**

DEEPINSPECT S.r.l., headquartered at Via Ortigara, 3 00195, Roma (RM), is committed to protecting the privacy of its users' personal data. This privacy policy describes how DEEPINSPECT collects, uses and discloses its users' personal data.

**Collection of Personal Data**

DEEPINSPECT collects personal data from users in a variety of ways, including:

- When users sign up for an DEEPINSPECT account or use DEEPINSPECT's products or services;
- When users interact with DEEPINSPECT through its websites, mobile apps, or other digital channels;
- When users participate in DEEPINSPECT promotions or events.

The personal data that DEEPINSPECT collects may include:

- Name and surname;
- Email address;
- Billing address;
- Phone number;
- Product or service usage data.

**Use of Personal Data**

DEEPINSPECT uses users' personal data for a variety of purposes, including:

- Providing DEEPINSPECT's products and services;
- Managing user accounts;
- Contacting users for marketing purposes;
- Improving DEEPINSPECT's products and services.

DEEPINSPECT may share users' personal data with third parties, including:

- Service providers that provide services to DEEPINSPECT, such as hosting, maintenance, and data analysis;
- Business partners that offer products or services that may be of interest to users.

**Cookies and Web Analytics**

DEEPINSPECT uses cookies and other tracking technologies to collect data about the use of its products and services. This data may be used to improve DEEPINSPECT's products and services, to display personalized advertising, and to understand user behavior.

**Data Security**

DEEPINSPECT takes reasonable security measures to protect users' personal data from unauthorized access, misuse, disclosure, alteration, or destruction.

**User Rights**

Users have the right to access their personal data, to correct it if it is inaccurate, or to delete it. Users may also object to the processing of their personal data for marketing purposes.

**Changes to the Privacy Policy**

DEEPINSPECT may modify this privacy policy from time to time in accordance with applicable laws and regulations. Users will be notified of any changes to the privacy policy by email or by posting a notification on DEEPINSPECT's website.

**Contact**

If you have any questions about DEEPINSPECT's privacy policy, you can contact us at the Data Protection Officer's email address [privacy@deepinspect.it](mailto:privacy@deepinspect.it) or phone number +39 06 65047521.



**SCHEDULE B**  
**to the End User License Agreement**

**TERMS & CONDITIONS FOR THE SUPPORT SERVICES**

THIS TERMS AND CONDITIONS FOR THE SUPPORT SERVICES (“**T&CSS**”) IS EFFECTIVE AS OF THE DATE OF THE CUSTOMER’S SIGNED ACCEPTANCE OF THE APPLICABLE ORDERING DOCUMENT MAKING REFERENCE TO ONE OR MORE OF THE SERVICES DESCRIBED HEREIN.

ANY AND ALL REFERENCES TO “**CUSTOMER**” HEREIN SHALL BE DEEMED TO MEAN THE CUSTOMER/END USER SET FORTH IN AN APPLICABLE ORDERING DOCUMENT THAT HAS OBTAINED THE SOFTWARE AND HARDWARE FOR ITS INTERNAL PRODUCTIVE USE AND NOT FOR OUTRIGHT RESALE (THE “**CUSTOMER**”).

THIS T&CSS IS A LEGALLY BINDING DOCUMENT BETWEEN CUSTOMER AND DEEPINSPECT SRL.

THIS T&CSS SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH DEEPINSPECT WILL PROVIDE AND CUSTOMER WILL RECEIVE SUPPORT SERVICES DESCRIBED HEREIN IN ADDITION TO THE TERMS AND CONDITIONS UNDER THE END USER LICENSE AGREEMENT.

**1. DEFINITIONS.**

The Parties agree that unless otherwise defined herein, the existing definitions set forth in the End User License Agreement between DEEPINSPECT and Customer shall apply to this Agreement to the extent such terms are used herein.

“**Customer Contacts**” means identified Customer personnel who are familiar with Customer’s software environment and will coordinate all technical support calls to DEEPINSPECT.

“**Documentation**” means the then-current, generally available, written user manuals and online help and guides for any Software and/or Hardware provided by DEEPINSPECT.

“**Error**” shall mean any reported malfunction, error or other defect in the Product that can be reproduced by DEEPINSPECT and constitutes a non-conformity from the Product Documentation. Each Error will be assigned a severity level as further detailed in Section 3(A) below.

“**Hardware**” means the hardware product that the Software is incorporated in or bundled with and sold as a unit.

“**Product**” means Hardware and/or Software.

“**Production System**” shall mean a computer system, including any Hardware where applicable, upon which the Software is installed and resident and which is used by Customer for purposes other than development, quality, assurance, disaster recovery or testing.

“**Relief**” shall mean an intervention by DEEPINSPECT that restores Product operations impacted by an Error. Examples may include without limitation: (i) a solution or workaround has been provided to resolve the Product issue; (ii) Customer’s Production System is operational and Customer is able to perform business critical operations that relate to the Product; and/or (iii) the identified Error does not originate from the Product.

“**Service Request**” shall mean a ticket that has been opened, documented, and is being managed by DEEPINSPECT in response to a Customer’s report of an Error.

“**Software**” shall mean the software licensed to Customer under the relevant End User License Agreement consisting of a series of instructions or statements in machine-readable, object code form only, including without limitation firmware incorporated in any Hardware.

“**Software Release**” means any subsequent version of Software that DEEPINSPECT makes generally available to its customers who are current on their Support Services fees but does not mean new Software.

**2. SUPPORT SERVICES**

**A. Support Coverage.**

- (i) All Support Services are provided remotely from DEEPINSPECT’s premises. The Support Services may be activated on a 24 x 7 x 365 basis by email at the following address: [support@deepinspect.it](mailto:support@deepinspect.it);  
Hours of support for Support Coverage are subject to change by DEEPINSPECT upon prior written notice
- (ii) In the performance of the Support Services, DEEPINSPECT will:
  - (a) Use good-faith, commercially reasonable efforts to aid in the diagnosis of, and correct, Errors in the Software and/or Hardware; and,
  - (b) Provide advice on how to use the Products by e-mail technical assistance.

**3. ERROR SEVERITY CLASSIFICATIONS AND SERVICE REQUEST RESOLUTION PROCESS.**

**A. Error Severity Classifications.** All Errors shall be classified by DEEPINSPECT as follows:

Error Severity	Definition	Examples
1 ("S1")	Critical: Severe problem preventing Customer or workgroup from performing critical business functions	<ul style="list-style-type: none"> <li>Production System data corruption (data loss, data unavailable)</li> <li>Production system crash or hang</li> <li>Production Systems significantly impacted, such as severe performance degradation</li> <li>Production System and/or data is at high risk of potential loss or interruption</li> <li>Production System workaround is required immediately</li> <li>Time critical Production cutover impacted</li> </ul>
2 ("S2")	High: Customer or workgroup able to perform job function, but performance of job function degraded or severely limited	<ul style="list-style-type: none"> <li>Production System adversely impacted</li> <li>Non-Production System data corruption (data loss, data unavailable)</li> <li>Non-Production System crash or hang</li> <li>Non-Production System and/or data is at high risk of potential loss or interruption</li> <li>Non-Production System workaround is required immediately</li> </ul>
3 ("S3")	Medium: Customer or workgroup performance of job function is largely unaffected	<ul style="list-style-type: none"> <li>Production or development system has encountered a non-critical problem or defect and/or questions have arisen on product use.</li> <li>Development system(s) is inoperative</li> </ul>
4 ("S4")	Request: Minimal system impact; includes feature requests and other non-critical questions	<ul style="list-style-type: none"> <li>No Customer business impact</li> <li>Requests for enhancements by Customer</li> </ul>

**B. Support Service Level Objectives (SLOs).** DEEPINSPECT will use reasonable commercial efforts to provide customers with technical advice and assistance in connection with their use of the Products according to severity level, provided, however, that DEEPINSPECT shall have no obligation to correct all errors in the Products. The table below sets forth DEEPINSPECT's targets for support responses to Errors based on Severity Level:

SEVERITY LEVEL	INITIAL TARGET RESPONSE	TARGET WORK EFFORT	TARGET COMMUNICATION FREQUENCY
S1	2 hour (24 x 7)	Continuous 24x7 until Relief identified	Once per day
S2	4 hours (24 x 7)	Daily, during DEEPINSPECT business hours	Once per day, DEEPINSPECT business hours
S3	8 hours (8x5)	Weekly during business hours	Once a week
S4	16 hours (8x5)	Every other week during business hours	Twice a month

**C. Service Request Resolution Process**

DEEPINSPECT handles all Customer support Service Requests on a first-in-first-out basis. DEEPINSPECT shall prioritize all Errors according to their impact to Customer using the severity definitions described in Section 3(A) above. DEEPINSPECT may upgrade or downgrade the severity of an Error depending on developments during the resolution process. For example, if available, a temporary resolution may be provided to mitigate the material impact of a given Error resulting in the reduction of the severity of a Service Request.

**4. HARDWARE SUPPORT.**

**A. Hardware Error.** If an Error is identified in the Hardware, DEEPINSPECT shall use commercially reasonable efforts to provide one of the following remedies at DEEPINSPECT's sole and exclusive discretion: (a) an electronic remedy; or (b) replacement of hardware.

**B. Hardware return.** If DEEPINSPECT determines that it is necessary for the Customer to return Hardware to DEEPINSPECT for replacement, Customer must return Hardware within fifteen (15) calendar days from DEEPINSPECT communication.

## 5. CUSTOMER OBLIGATIONS.

**A. Documenting Errors.** Customer shall use good-faith, reasonable efforts to isolate and document Errors to enable DEEPINSPECT to fulfill its obligations herein. Once a Service Request has been initiated, Customer will be asked to provide necessary Error data which may include but not be limited to, applicable identification number for Software or Hardware, description of Error, any error messages, and any requested support files.

**B. Maintaining Product Integrity.** Customer will follow DEEPINSPECT best practices guidelines, which include maintaining an onsite disaster recovery for each Hardware appliance to enable DEEPINSPECT to restore the appliance in accordance with Customer's configuration. Customer agrees to not install any third party non-certified software or modify any existing software or firmware on the Hardware without notification to, and prior authorization by, DEEPINSPECT technical support in order to ensure that DEEPINSPECT's ability to maintain accurate records of Customer's existing environment.

## 6. ADDITIONAL EXCLUSIONS.

**A. Use.** Support Services specifically excludes support for any Errors caused by (i) operator error or use of the Software and/or Hardware in a manner not in accordance with the Product Documentation; (ii) use of the Software and/or Hardware with software and/or hardware other than that for which the Software and/or Hardware was originally licensed; (iii) Errors caused by any fault in the Customer's environment, hardware, or in any software used in conjunction with the Software or Hardware but not provided by or approved by DEEPINSPECT; (iv) any integration, modification, or repair of the Software and/or Hardware made by any person other than DEEPINSPECT; (v) installation of any appliance, firmware, or operating system on the Hardware other than that provided by DEEPINSPECT; (vi) unusual physical, electrical or electromagnetic stress, fluctuations in electrical power beyond Product specifications, or failure of air conditioning or humidity control; and (vii) accident, misuse, or neglect or causes not attributable to normal wear and tear. In addition, support excludes any Errors for which a correction is available in a subsequent Software Release than that currently operated by Customer and which has been made available to Customer by DEEPINSPECT.

**B. Supported Versions.** Support Services also specifically excludes support for any version of the Software released by DEEPINSPECT which has reached its "end of support" (EOS) date, as determined by DEEPINSPECT. Each Software Release will reach its EOS date after a period of not less than twenty four (24) months following the date of that Software Release's "General Availability" (or "GA" release date, as this term is generally understood in the software industry), unless another EOS date is set forth at <https://deepinspect.it/content-center/#releases>. This time period may be extended by DEEPINSPECT at its sole discretion. In order to continue to receive ongoing Maintenance Services hereunder for any Software Release which is beyond its EOS date, Customers must upgrade to a currently supported Software Release. For additional information on Software EOS dates please go to <https://deepinspect.it/content-center/#releases>.

## 7. REINSTATEMENT OF LAPSED SUPPORT.

If the Support Services expire or are terminated, and Customer subsequently seeks to reinstate Support Services, Customer shall pay: (a) the cumulative Support Services fees applicable for the period during which support lapsed; (b) the annual support fees for the current period; and (c) the then- current reinstatement fee, as quoted by an authorized DEEPINSPECT representative, distributor, or reseller.

## 8. TERM AND TERMINATION.

**A. Term and Renewal.** Unless otherwise terminated in accordance with this Section 8, Support Services shall be provided for term indicated in the relevant order.

**B. Termination for Breach.** Either party may terminate Support Services upon written notice to the other party of the defaulting party's material breach of its obligations hereunder, which breach is not cured within 30 days after such notice.

**C. Termination of License Agreement.** Support Services for DEEPINSPECT Products shall automatically terminate upon the termination of Customer's right to use the DEEPINSPECT Products pursuant to the applicable license agreement. In the event that the applicable license agreement terminates prior to expiration of the current term for Support Services, Customer shall have no right to a refund of any previously-paid Support Services fees.

## 9. WARRANTY

**A. Services Warranty.** DEEPINSPECT warrants that such Support Services provided hereunder shall be performed in a workmanlike manner consistent with generally accepted industry standards. Customer must notify DEEPINSPECT of any such warranty failure within ten (10) days from the date of performance of such Support Services. Notwithstanding anything to the contrary contained herein, DEEPINSPECT does not warrant or represent that all Errors, whether in

Software or Hardware, can or will be corrected. DEEPINSPECT's entire liability and Customer's exclusive remedy under the foregoing warranty shall be for DEEPINSPECT to use reasonable efforts to (i) re-perform the deficient services within a reasonable time, or (ii) replace any Hardware component which become defective during a period in which the Product containing the defect is covered by warranty or Support Services, or ninety (90) days after installation thereof, whichever occurs later.

- B. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY SECTION, DEEPINSPECT PROVIDES SUPPORT SERVICES "AS IS" AND MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, UNCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON- INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.
- C. RELEASES.** All Releases or other enhancements, modifications or fixes to the DEEPINSPECT Software provided to Customer pursuant to this Agreement constitute DEEPINSPECT Software licensed to Customer under End User License Agreement.

**SCHEDULE c**  
**to the End User License Agreement**

**TERMS & CONDITIONS FOR PROFESSIONAL SERVICES**

<https://www.deepinspect.it/content-center#agreementresources>