

## TERMS & CONDITIONS FOR PROFESSIONAL SERVICES

THESE PROFESSIONAL SERVICES TERMS & CONDITIONS (“**T&CPS**”) ARE EFFECTIVE AS OF THE LATER DATE OF EXECUTION OF THE APPLICABLE STATEMENT OF WORK OR PURCHASE ORDER MAKING REFERENCE TO THIS T&CPS.

ANY AND ALL REFERENCES TO “CUSTOMER” SHALL BE DEEMED TO MEAN THE CUSTOMER/END USER SET FORTH IN AN APPLICABLE STATEMENT OF WORK OR QUOTATION (THE “**CUSTOMER**”).

THIS T&CPS IS A LEGALLY BINDING DOCUMENT BETWEEN THE CUSTOMER AND DEEPINSPECT SRL (“**DEEPINSPECT**”).

THIS T&CPS SETS FORTH THE GENERAL TERMS AND CONDITIONS UNDER WHICH CUSTOMER MAY PERIODICALLY ENGAGE DEEPINSPECT TO PROVIDE CERTAIN PROFESSIONAL, EDUCATIONAL, OPERATIONAL AND TECHNICAL SERVICES (“**SERVICES**” OR “**PROFESSIONAL SERVICES**”) TO CUSTOMER ON A PROJECT BASIS PURSUANT TO A STATEMENT OF WORK THAT WILL BE ENTERED INTO BETWEEN DEEPINSPECT AND CUSTOMER (“**SOW**”) FOR EACH ENGAGEMENT.

### 1. DEFINITIONS

- A. “**Deliverables**” means any reports, analyses, scripts, code or other work results which have been delivered by DEEPINSPECT to Customer within the framework of fulfilling obligations under the SOW.
- B. “**Proprietary Rights**” means all patents, copyrights, trade secrets, methodologies, ideas, concept, inventions, know-how, techniques or other intellectual property rights of a party.

### 2. SERVICES

- A. **Scope.** DEEPINSPECT shall provide the services described in a SOW (the “**Services**”) that details the relationship of the parties with regard to a specific project. Each SOW shall (i) be signed by the parties; (ii) incorporate by reference this Agreement; and (iii) state the pertinent business parameters, including, but not limited to, pricing, payment, expense reimbursement, and a detailed description of the Services to be provided. In case of conflict between the SOW and the terms of this Agreement, the SOW shall take precedence. The Professional Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions whether to implement, in whole or in part, any Deliverables, advice, or recommendations are solely Customer’s responsibility. DEEPINSPECT is not providing legal or regulatory advice in any Professional Services.
- B. **Placement of DEEPINSPECT Personnel.** DEEPINSPECT shall have the sole responsibility for personnel placement as well as for all other human resources issues (e.g. vacation). DEEPINSPECT will only utilize employees or contractors that are sufficiently qualified. If specific DEEPINSPECT personnel cease to perform due to illness, resignation or any other reason, DEEPINSPECT shall without undue delay use reasonable efforts to provide a substantially equivalent replacement as soon as reasonably possible. DEEPINSPECT’s contact person responsible for liaising with Customer will exclusively be the person identified by DEEPINSPECT as being responsible for the project. No employee/employer relationship is intended or shall be established by any SOW.
- C. **Standard Workday.** The standard workday is any eight (8) hour period of work, between 9:00 AM and 18:00 PM Italian time, Monday through Friday, excluding Italian public holidays. Work performed outside of the standard workday, as well as Work performed on holidays, will be charged at the tariff provided in the SOW.
- D. **On-Call DEEPINSPECT Resource.** If Customer requests and DEEPINSPECT provides an on-call resource, the resource shall be scheduled in four (4) hour time slots, including stand by time, and will be charged in accordance with Section 2(C).
- E. **Customer Responsibilities.** Customer agrees to provide DEEPINSPECT with the full cooperation it needs to perform the Professional Services. This includes timely access to Customer office accommodations, facilities, network, computer systems, and storage equipment. Customer also agrees to provide assistance and complete and accurate information and data from officers, agents, project sponsors, subject matter experts, and employees as DEEPINSPECT may request, in addition to suitably configured, licensed, and operational computer and storage products involved in delivery of the Professional Services. If Customer fails to provide the requisite cooperation on a timely basis, DEEPINSPECT will be relieved of any schedule, milestone, or financial commitments associated with the Professional Services. Customer remains responsible for the physical and network security of Customer’s environment. Customer shall also perform its specific obligations as described in the relevant SOW, and, if necessary, assist and support DEEPINSPECT in the provision of the Professional Services as reasonably requested by DEEPINSPECT, and shall provide all conditions in its business necessary for due performance of Professional Services by DEEPINSPECT.

### 3. TERM AND TERMINATION

- A. **Term; Survival.** The term of this Agreement commences on the later date of execution of an applicable SOW and shall remain in effect unless terminated as provided below. Termination of this Agreement or any SOW shall not limit either party from pursuing other remedies available to it, including injunctive relief, nor shall such termination relieve Customer of its obligation to pay all fees and expenses for all Services performed, including any Deliverables associated with such Services, as of the date of termination.
- B. **Termination for Convenience.** Either party may terminate this Agreement for convenience by providing the other Party with 30 (thirty) days prior written notice, provided that, to the extent there are SOW still in effect when a Party terminates this Agreement, such SOW shall continue to be governed by this Agreement, as if this Agreement had not been terminated.
- C. **Termination for Breach.** Either party may notify the other in writing in case of the other's alleged breach of a material provision of this Agreement and/or an applicable SOW. The recipient shall have thirty (30) days from the date of receipt of such notice to effect a cure. If the recipient of the notice fails to effect a cure within such period, then the sender of the notice shall have the option of sending a written notice of termination of the applicable SOW(s), or the Agreement if the breach affects multiple SOWs, which notice shall take effect upon receipt.
- D. **Effects of Breach/Termination; Survival.** If Customer breaches this Agreement, DEEPINSPECT may, in addition to all other rights and remedies provided in this Agreement or by law, cease providing the Services. Notwithstanding anything else in this Agreement, Customer's payment obligations and the provisions of Sections 1, 2, 3, 4, 5, 6 7(B), and 8 through 13 hereof will survive termination or expiration of this Agreement for any reason.

#### 4. PROPRIETARY RIGHTS

- A. **Deliverables rights.** Upon Customer's payment of fees due to DEEPINSPECT (or where applicable its authorized reseller), DEEPINSPECT grants Customer a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to copy and use (as applicable), solely for Customer's internal and non-competitive business purposes, any Deliverables, provided that, notwithstanding anything else herein, any software deliverables or tools or other DEEPINSPECT products that are delivered as part of the Deliverables (including any products that are configured or installed in connection with the delivery of Services) may only be used in accordance with the licenses granted by DEEPINSPECT to Customer in the DEEPINSPCET End User License Agreement.
- B. **No Interference.** Nothing in this Agreement will be deemed to prevent DEEPINSPECT from carrying on its business or developing for itself or other materials that are similar to or competitive with those produced in accordance with the terms of this Agreement provided they do not use, contain or disclose any Confidential Information or proprietary information of Customer.
- C. **Proprietary Licenses.** Neither Party grants the other, the right to use its trademarks, service marks, trade names, logos or other designations in any promotion or publication without first obtaining the other Party's prior written consent.
- D. **Ownership of DEEPINSPECT Pre-Existing Materials.** DEEPINSPECT retains ownership of all literary or other works of authorship (such as software programs and code, documentation, reports, and similar works), information, data, intellectual property, techniques, subroutines, algorithms, methods or related rights and derivatives that DEEPINSPECT owns at the time this Agreement is executed or otherwise developed or acquired independent of this Agreement and employed by DEEPINSPECT in connection with the services provided to the Customer (the "DEEPINSPECT Pre-existing Materials"). DEEPINSPECT Pre-existing Materials are not Deliverables.
- E. **Reservation of Proprietary Rights.** Each party reserves for itself all Proprietary Rights that it has not expressly granted to the other.
- F. **Third Party Products.** Customer grants DEEPINSPECT a non-exclusive, non-transferable right to use Third Party Products that Customer provides for DEEPINSPECT's use to perform the Professional Services described in an applicable SOW.

#### 5. CONFIDENTIALITY

- A. **Confidential Information.** "Confidential Information" means any information that is marked "confidential" or "proprietary" or any other similar term or in relation to which its confidentiality should by its nature be inferred or, if disclosed orally, is identified as being confidential at the time of disclosure and, within two (2) weeks thereafter, is summarized, appropriately labeled, and provided in tangible form. Confidential Information does not include information that is (i) rightfully in the receiving party's possession without prior obligation of confidentiality from the disclosing party; (ii) a matter of public knowledge; (iii) rightfully furnished to the receiving party by a third party without confidentiality restriction; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information. Each party shall (a) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Agreement or any purchase order hereunder; and
- B. protect from disclosure to any third parties, by use of a standard of care equivalent to that as used by recipient to protect its own information of a similar nature and importance, and, no less than the use of reasonable care, any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter. Notwithstanding the foregoing, the receiving party may disclose Confidential Information (A) to its Affiliate for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (B) to the extent required by law (provided the receiving party has given the disclosing party prompt notice).
- C. **Publicity.** Each party shall not, and shall not authorize or assist another to, originate, produce, issue or release any written publicity, news release, marketing collateral or other publication or public announcement, relating in any way to this Agreement or any SOW entered into hereunder, without the prior written approval of the other, which approval shall not be unreasonably withheld; provided, however, that DEEPINSPECT may identify Customer for reference purposes.

## 6. PAYMENT TERMS.

DEEPINSPECT shall submit invoices for fees and reimbursable costs and expenses and Customer shall pay each invoice in the manner specified in the applicable SOW. Customer will also pay all related taxes and withholdings, except for those based on DEEPINSPECT's net income. If Customer is required to withhold taxes, then Customer will forward any withholding receipts to DEEPINSPECT. Subject to DEEPINSPECT's credit approval, all amounts are due in the currency stated on the invoice and in full thirty (30) days after the date of DEEPINSPECT's invoice, with interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate.

## 7. WARRANTY

- A. **Warranty.** DEEPINSPECT shall perform Services in a workmanlike manner in accordance with generally accepted industry standards. Customer must notify DEEPINSPECT of any failure to so perform within ten (10) days after the performance of the applicable portion of the Services. DEEPINSPECT's entire liability, and Customer's sole remedy, for DEEPINSPECT's failure to so perform shall be for DEEPINSPECT to, at its option, (i) use reasonable efforts to correct such failure, and/or (ii) terminate the applicable SOW and refund that portion of any fees received that correspond to such failure to perform.
- B. **Disclaimer and Exclusions.** EXCEPT AS EXPRESSLY STATED HEREIN, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO PRODUCTS, SERVICES OR ANY OTHER ITEMS OR MATTERS ARISING HEREUNDER, DEEPINSPECT (INCLUDING ITS SUPPLIERS) MAKES NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES. INSOFAR AS PERMITTED UNDER APPLICABLE LAW, ALL OTHER WARRANTIES ARE SPECIFICALLY EXCLUDED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

## 8. LIMITATION OF LIABILITY.

- A. **Limitations on Damages.** The limitations, exclusions and disclaimers stated below apply to any and all disputes, claims, or controversies (whether in contract, tort, or otherwise) related to or arising out of this Agreement or any SOW or order ("Dispute"). The terms of this Section are agreed allocations of risk constituting part of the

consideration for DEEPINSPECT's sale of Professional Services to Customer and will apply even if there is a failure of the essential purpose of any limited remedy, and regardless of whether a party has been advised of the possibility of the liabilities.

- **Limitation on Direct Damages.** Except for mandatory limits of law, Customer's obligations to pay for services, Customer's violation of the restrictions on use of Professional Services or DEEPINSPECT's or its Affiliates' intellectual property rights, each party's total liability arising out of any Dispute or any matter under this Agreement, is limited to the amount Customer paid to DEEPINSPECT during the twelve months before the date that the matter or Dispute arose for the Professional Services.
  - **No Indirect Damages.** Except for Customer's payment obligations and violation of DEEPINSPECT's or its Affiliates' intellectual property rights, neither DEEPINSPECT nor Customer has liability to the other for special, consequential, exemplary, punitive, incidental, or indirect damages, or for lost profits, loss of revenue, loss of data, or loss of use, or procurement of substitute Professional Services.
- B. Regular Backups.** Customer is solely responsible for its data. Customer must backup its data before DEEPINSPECT performs any remedial, upgrade, or other work on Customer's systems. If applicable law prohibits exclusion of liability for lost data, then DEEPINSPECT will only be liable for the cost of commercially reasonable and customary efforts to recover the lost data from Customer's last available backup.
- C. Limitation Period.** Except as stated in this Section, all claims must be made within 12 months after the cause of action accrues.

## 9. TRADE COMPLIANCE.

Customer agrees that the Services and/or Deliverables may include technology, data or information and shall not be received, exported, imported, used, transferred, accessed or re-exported except in compliance with the laws and regulations of relevant government authorities, including without limitation any Italian and U.S. export control and economic sanctions laws and regulations. Customer represents and covenants that: (i) Customer and Customer employees and/or independent contractors are eligible to receive, use and/or access the Services and Deliverables under applicable law; (ii) Customer shall ensure that its receipt and use of and/or access to the Services and/or Deliverables, or that of Customer's employees and/or independent contractors, is in accordance with the restrictions in this Section.

## 10. NOTICES

Any notices permitted or required under this Agreement and/or any SOW entered into hereunder shall be in writing and shall be deemed given when delivered (i) in person; (ii) by overnight courier, upon written confirmation of receipt; (iii) by certified or registered mail, with proof of delivery; or (iv) by email, with confirmation of receipt. Notices shall be sent to the address or email address set forth in the SOW, or at such other address or email address as provided to the other party in writing.

## 11. INDEPENDENT CONTRACTORS

The parties shall act as independent contractors for all purposes under this Agreement. Nothing contained herein shall be deemed to constitute either party as an agent or representative of the other party, or both parties as joint venturers or partners for any purpose. Neither party shall be responsible for the acts or omissions of the other party, and neither party will have authority to speak for, represent or obligate the other party in any way without the prior written approval of the other party.

## 12. MISCELLANEOUS.

This Agreement and any SOW(s) entered into hereunder (i) shall constitute the complete statement of the agreement of the parties with regard to the subject matter hereof and (ii) may be modified only by a writing signed by authorized representatives of both parties.

Except for the payment of fees, neither party shall be liable under this Agreement or any SOW because of a failure or delay in performing its obligations hereunder on account of any force majeure event, such as strikes, riots, insurrection, terrorism, cyberattacks, epidemics, pandemics, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party.

DEEPINSPECT shall not be liable under this Agreement or any SOW because of failure or delay in performing its obligations hereunder on account of Customer's failure to provide timely access to facilities, space, power, documentation, networks, files, software, and Customer personnel that are reasonably necessary for DEEPINSPECT to perform its obligations.

Neither party may assign this Agreement to a separate legal entity, without the other party's written consent. Neither party shall unreasonably withhold or delay such consent; provided, however, that such written consent shall not be required if (i) either party assigns this Agreement to a separate entity in connection with a merger, acquisition, or sale of all or substantially all of its assets with or to such other separate entity, unless the surviving entity of the merger, acquisition, or sale of assets is a direct competitor of the other party. Nothing herein shall limit DEEPINSPECT's right to assign its right to receive and collect payments hereunder.

All terms of any purchase order or similar document provided by Customer, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to, or conflict with this Agreement and/or an SOW, shall be null and void and of no legal force or effect. No waiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this Agreement and/or any SOW entered into hereunder is held unenforceable, the validity of the remaining provisions shall not be affected.

The Parties acknowledge and agree that the provision of the Services by DEEPINSPECT does not imply the processing of personal data of the Customer. In case during the course of the Agreement, the Parties deem that DEEPINSPECT need to process client personal data, then Customer, as data controller will appoint DEEPINSPECT as data processor by the execution of the Parties of a data processing agreement.

### **13. GOVERNING LAW**

This Agreement is governed by: (i) the laws of Italy. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, Customer consents to the sole and exclusive personal jurisdiction of the courts of Rome.

### **14. TRAINING SERVICES.**

If Customer elects to receive Training Services provided by DEEPINSPECT, the following terms and conditions shall apply.

- a) All materials provided by DEEPINSPECT for training services are the property of DEEPINSPECT. Customer shall not duplicate such materials and may use the materials solely in conjunction with the training provided by DEEPINSPECT hereunder. Use of DEEPINSPECT Training is limited to a single user. DEEPINSPECT reserves all rights not expressly granted to Customer in the applicable governing agreement.
- b) Training courses are non-cancelable and non-refundable. Changes to a course order will only be accepted in writing. If for any reason Customer wishes to reschedule a training course, Customer's request must be received at least fifteen (15) business days prior to the start date for the scheduled training course for which Customer registered. Full tuition will be charged for rescheduling requests received less than fifteen (15) business days prior to the start date for the scheduled training course. The same rules apply to any virtually delivered training courses as well. Please note that once activated, any On-Demand training courses may not be substituted for another course, it will be viewed as delivered and consumed.
- c) In the event DEEPINSPECT cancels or reschedules a public open enrollment course, Customer will be notified of such cancellation or rescheduling by DEEPINSPECT. Once notified Customer may request a refund or Customer may reschedule Customer's attendance. In no event will DEEPINSPECT be liable for nonrefundable travel arrangements in the event of a course cancellation or rescheduling.
- d) At the end of the applicable term, any pre-paid, remaining unused training shall expire and shall be forfeited. No refunds shall be provided based on any remaining, pre-paid unused training. All classes must be registered and attended during the term; provided, however, if DEEPINSPECT cancels and reschedules a class past the "expiration date" of the term, Customer may attend the next scheduled training class.
- e) For on-site courses, the Customer shall provide a classroom which will allow sufficient space to accommodate the expected number of participants and connection to the DEEPINSPECT virtual lab environment (if applicable), table space for a computer for each student, a blackboard or whiteboard for instructor use, and an LCD projector for presentations and demonstrations.