

END USER LICENCE AGREEMENT

This End User License Agreement (hereinafter referred to as the “**Agreement**”) is made and entered into as this [*] (“**Effective Date**”), by and between

Traent S.r.l., with its registered offices at Viale Coni Zugna, 71, Milano (20144), Italy, VAT number 11036710967, hereby represented by Mr. Federico D’Annunzio in its capacity of legal representative *pro tempore* (hereinafter referred to as “**Traent**”)

AND

Company [*], with its registered offices at [*], VAT number [*], represented by [*] in its capacity of [*], (hereinafter referred to as the “**Company**”).

Traent and the Company are each hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

WHEREAS

- (a) Traent is a start-up company that provides integrated blockchain solutions and designs software products;
- (b) The Company [*];
- (c) Traent has developed an ecosystem based on hybrid blockchain and its related Services (“**Services**”) and Applications (“**Applications**”), better described below, and is the exclusive owner of the related intellectual and industrial property rights;
- (d) The Company is interested in taking advantage of the Services and Applications offered by the Traent;
- (e) Traent has declared itself willing to grant the Company a license to use its Services and Applications, under the following terms and conditions.

NOW, THEREFORE, in consideration of the foregoing, of mutual promises and understandings of the Parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound hereby,

THE PARTIES AGREE AS FOLLOWS

1. ARTICLE 1 – ASSUMPTIONS

- 1.1. The assumptions here attached constitute an integral and substantial part of this Agreement.

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2. ARTICLE 2 – DEFINITIONS AND INTERPRETATION

2.1. Definitions. Unless otherwise set forth in this Agreement, capitalized terms have the following meanings:

(a) Affiliates, with respect to Company, means any entity that, directly or indirectly, controls, is controlled by, or is under direct or indirect common control with such entity or one or more of the other Affiliates of that entity (or a combination thereof).

For the purpose of this definition, an entity controls another entity if and as long as the first entity:

- i. owns, beneficially or of record, more than fifty per cent (50%) of the voting securities of the other entity;
- ii. can elect a majority of the directors of the other entity;
- iii. provides day-to-day management of such entity under contract or as managing general partner.

(b) Applicable Law means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, order, writ, judgment, injunction, decree, stipulation, award, determination or other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of law), or any arbitrator, court or tribunal of competent jurisdiction.

(c) Authorized Partner means any of Traent's Distributors, Resellers or other business partners.

(d) Business Day means any day other than festivities, statutory or public holidays in the place where the Traent Products, Solutions, Licensed Materials are provided.

(e) Confidential Information means any information (regardless of the form of disclosure or the medium used to store or represent it) of a Party, including trade secrets and technical, financial or business information, data, ideas, concepts or know-how, that:

- i. is designated as "confidential" or by similar words by the Disclosing Party at the time of disclosure and, if oral or visual, is confirmed as confidential by the Disclosing Party in writing within 15 (fifteen) days of the disclosure;
- ii. the Recipient Party should reasonably have considered to be confidential under the circumstances surrounding disclosure.

However, Confidential Information does not include any information that:

- i. written records demonstrate was lawfully acquired by or previously known to the Recipient Party independent of the Disclosing Party;
- ii. is received from a third party without restrictions on its use or disclosure and not by inadvertence or mistake;

- iii. is or has become disseminated to the public through no fault of the Recipient Party and without violation of the terms of this Agreement or other obligation to maintain confidentiality;
- (f) **Data Protection Laws** means any Applicable Laws and regulations relating to the processing, privacy and use of Personal Data including, without limitation, GDPR, national laws implementing the GDPR, regulations and secondary legislation, as amended from time to time.
- (g) **Derivative Work** means a work that is based on one or more preexisting works (such as a revision, translation, dramatization, motion picture version, abridgment, condensation, enhancement, modification, or any other form in which preexisting work may be recast, transformed or adapted) which, if created without the authorization of the copyright owner of the preexisting work, would constitute copyright infringement.
- (h) **Disclosing Party** means the Party disclosing Confidential Information to the other Party.
- (i) **Distributor** means any independent entity authorized by Traent to distribute Traent Products, Solutions, Licensed Materials to Resellers or End Users.
- (j) **Documentation** means any explanatory materials, such as user manuals, training materials, product descriptions, regarding the implementation and use of Traent Products, Solutions, Licensed Materials that is provided by Traent with the Traent Products, Solutions, Licensed Materials. Documentation is provided in printed, electronic or online form.
- (k) **End User** means the individual or entity that is licensed or authorized to use the Software under this Agreement.
- (l) **Era** means a collaboration platform on blockchain.
- (m) **Fee** means the fee payable by the Partner in consideration for the Services.
- (n) **Force Majeure Event** means any event beyond a party's reasonable control that, by its nature, could not have been foreseen or, if it could have been foreseen, was unavoidable, including strikes, lock-outs or other industrial disputes (whether involving its own workforce or a third party's), acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, shortage of supply or delay in delivery by Traent's vendors, fire, flood, earthquake, accident, radiation, inability to secure transportation, failure of communications or energy sources, malicious damage, breakdown of plant or machinery, or default of suppliers or sub-contractors.
- (o) **Form** means an informational worksheet to be completed by Company upon Traent's request to ensure compliance with the Agreement.
- (p) **High Risk System** means a device or system that requires extra safety functionalities such as fail-safe or fault-tolerant performance features to maintain a safe state where it is reasonably foreseeable that failure of the device or system could lead directly to death, personal injury or catastrophic property damage. A device or system with a fail-safe feature in the event of failure may revert to a safe condition rather than break down, may include a

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secondary system that comes into operation to prevent a malfunction, or may operate as a backup in the event of a malfunction.

A device or system with a fault-tolerant feature in the event of failure may continue its intended operation, possibly at a reduced level, rather than failing completely. Without limitation, High Risk Systems may be required in critical infrastructure, industrial plants, manufacturing facilities, direct life support devices, aircraft, train, boat or vehicle navigation or communication systems, air traffic control, weapons systems, nuclear facilities, power plants, medical systems and facilities, and transportation facilities.

- (q) **Intellectual Property Rights** means all intellectual property or other proprietary rights throughout the world, whether existing under statute, at civil law, at common law or in equity, now existing or created in the future, including:
- i. copyright, trademark and patent rights, trade secrets, moral rights, right of publicity, authors' rights;
 - ii. any application or right to apply for any of the rights referred to in paragraph (i);
 - iii. all renewals, extensions, continuations, divisions, restorations or reissues of the rights, or applications referred to in paragraphs (i) and (ii).

Intellectual Property Rights shall include:

- i. **Background Intellectual Property Rights** means, with respect to a Party, any Intellectual Property Rights that are owned or otherwise controlled by such Party or any of its Affiliates as of the Effective Date or thereafter but through activities outside of the scope of this Agreement;
- ii. **Foreground Intellectual Property Rights** means Intellectual Property Rights which are not Background Intellectual Property Rights and which, in the course of this Agreement, have been created or developed as part of, or for the purpose of, or results from or is generated under or arises or is obtained pursuant to (or as a result of) this Agreement by either Party, whether or not included or incorporated in any product, prototype, document, drawing, or any other information, data or item that a Party has agreed (if any) to produce under this Agreement;
- iii. **Sideground Intellectual Property Rights** means Intellectual Property Rights, as well as all knowledge, results including data, information as well as any intangible good whether or not it can be protected under national, EU and international intellectual and industrial property laws and regulations, other than Foreground Intellectual Property Rights, created, generated or otherwise achieved by a Party during the period of effectiveness of this Agreement but not in its execution nor connected to the Agreement nor needed for undertaking and completing the Agreement, nor for exploit the Agreement, even if it is in the same technical or scientific

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field of the subject matter of the Agreement. By way of example only, the Sideground Intellectual Property Rights may include intangible assets dependent on or derived from the Foreground Intellectual Property Rights.

- (r) **License** means a license to use Traent Products, Solutions or Licensed Materials granted to End User.
- (s) **Licensee** means the Company and an individual that has been authorized by the Company and assigned a unique username–password combination to access and use Traent Products, Solutions or Licensed Materials.
- (t) **Org Node** means the organisation’s node where the organisation’s data are contained.
- (u) **Personal Data or Personal Information** means any information relating to an identified or identifiable individual or is otherwise defined as “Personal Data” under the General Data Protection Regulation or other applicable Data Protection Laws.
- (v) **Recipient Party** means the Party receiving Confidential Information from the other Party.
- (w) **Representatives** means a party’s Affiliates, permitted resellers, subcontractors, or authorized agents.
- (x) **Reseller** means a company that has been authorized by Traent and has agreed to market and resell Traent Products, Solutions, Licensed Materials.
- (y) **Application Services (*infra, breviter, “Services”*)** means, includes and refers to:
 - i. **Identity**, on which users and organisations register and create their profiles. Before user and organisations can create or participate in a project, the profiles are verified by Traent;
 - ii. **Immutability**, which contributes to the distribution of the historical trace of the evolution of the various ledgers in the form of cryptographic evidence within the Traent platform;
 - iii. **Monitor**, which automatically verifies the cryptographic proofs of the Notary; this service is designed to be run not only by Traent to automatically recognise any malfunctions of its Notary, but also in a decentralised manner by third parties, so as to verify that the Notary they rely on is being run correctly and reliably;
 - iv. **Notary**, which is responsible for making publicly available the necessary data for the construction and verification of cryptographic proofs;
 - v. **Vault**, which contains the encrypted copy of each ledger and protects users from hacker attacks and in the event of disaster. Being in possession of the private decryption keys, the owner of the organisation (whose devices have been hacked or irreparably damaged) can recover the complete copy of the ledger. Conversely, Traent cannot independently access the information contained in the Vault since it has no knowledge of the private keys. Traent

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defines these characteristics as ransomware resistance and disaster recoverability by design and by default;

- vi. **Viewer**, which allows the viewing of ledgers – complete or partial – to parties outside the blockchain.
- (z) **Software** means any software program owned or licensed by Traent, as the context requires, in object code format:
 - i. licensed from Traent and provided by Traent or its Authorized Partners;
 - ii. embedded in or pre-loaded on Traent-branded hardware equipment provided by Traent or its Authorized Partners, in each case including Upgrades and Updates that the End User installs during the applicable Support Period.

Software may also include additional features or functionality that can be accessed with either a subscription or Support agreement to certain Cloud services as required by the specific offering and subject to the Cloud services Agreement.

- (aa) **Standard** means a technology specification created by a government sponsored group, an industry-sponsored group, or any similar group or entity that creates technology specifications to be used by others. Examples of Standards include GSM, LTE, 5G, Wi-Fi, CDMA, MPEG, and HTML. Examples of groups that create Standards include IEEE, ITU, 3GPP and ETSI.
- (bb) **Technical Support** means the Services that Traent (or an Authorized Partner) provides for the support and maintenance of the Traent Products, Solutions, Licensed Materials, as specified in the Technical Support and Maintenance Terms & Conditions.
- (cc) **Support Period** means the period for which the End User is entitled to Support, as specified in Technical Support and Maintenance Terms & Conditions.
- (dd) **Technical Support and Maintenance Terms & Conditions** means the Traent Technical Support and Maintenance for Hardware and Software terms and conditions that detail Support, as amended or updated from time to time.
- (ee) **Traent Products, Solutions or Licensed Materials** means any of Traent's Software or Support.
- (ff) **Updates** means any updates to the content of the Software or Cloud services, and includes all DATs, signature sets, policy updates, database updates for the Software or Cloud services, and updates to the related Documentation that are made generally available to End Users after the date of provision of the Software or of subscription of the Cloud services as a part of provided Support.
- (gg) **Upgrade** means any and all improvements in the Software or Cloud Services that are generally made available to End Users as a part of purchased Support.

2.2. In this Agreement, unless a contrary intention appears:

- (a) a reference to a Party includes its executors, administrators, successors and permitted assigns;

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- (b) headings are for ease of reference only and do not affect the interpretation or meaning of this Agreement;
- (c) the singular includes the plural and vice versa and words importing a gender include other genders;
- (d) other grammatical forms or parts of speech of defined words or phrases have corresponding meanings;
- (e) a reference to a clause, paragraph, exhibit, schedule or other annexure is a reference to a clause or paragraph of or exhibit, schedule or annexure to this Agreement;
- (f) the words "include", "including", "such as" and similar expressions are not used as, nor are intended to be, interpreted as words of limitation.

3. ARTICLE 3 – SCOPE, LICENSE AND PROPERTY RIGHTS

- 3.1. **Scope.** This Agreement states the terms and conditions under which Traent will provide Application Services to Company and Company will obtain Application Services provided by Traent.
- 3.2. **Delivery of Services.** Subject to the terms and conditions of this Agreement and timely payment of the applicable Fees by Company, Traent will provide, during the Term, the Services.
- 3.3. **License and property rights.** Subject to the terms and conditions of this Agreement, Traent grants Company a non-exclusive, non-transferable (except as allowed by this Agreement) right to use the Software listed in the Technical and Economical Offer solely for Company's own internal business operations. In this Agreement, the use of the Software includes to download, install and access the Software. Company is not granted rights to Updates and Upgrades unless Company has purchased Support (or a Service subscription granting rights to Updates and Upgrades).
- 3.4. **Term and renewal of Services.** The initial term of the Services (the "Initial Term") shall be subjected to Technical and Economical Offer.

4. ARTICLE 4 – COPY AND USE TERMS

- 4.1. **Conditions.** The use of the Software depends on the licenses provided (e.g. Org-nodes) and is subject to the Technical and Economical Offer.
- 4.2. **Term.** The license is effective for the limited time specified in the Technical and Economical Offer.
- 4.3. **Copies.** Company may copy the Software as reasonably necessary for back-up, archival or disaster recovery purposes.
- 4.4. **Affiliates, Managing Parties.** Traent may permit use of the Software in accordance with this Agreement:
 - (a) by an Affiliate of the Company;
 - (b) by a third party with which Company enters into a contract to manage Company's information technology resources (the "Authorized Partner") if:

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- i. the Implementation Party only uses the Software for Company's internal operations and not for the benefit of another third party or itself;
- ii. the Implementation Party agrees to comply with the terms and conditions of this Agreement and Company provides Traent with written notice that an Authorized Partner will be using the Software on Company's behalf. Company is responsible and fully liable for each Affiliates' and Authorized Partners' compliance with or breach of this Agreement.

4.5. General restrictions. Company may not, and may not cause or allow any third party to:

- (a) decompile, disassemble or reverse-engineer the Software, or create or recreate the source code for the Software;
- (b) remove, erase, obscure or tamper with any copyright or any other product identification or proprietary rights notices, seal or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any Software or Documentation; or fail to preserve all copyright and other proprietary notices in all copies Company makes of the Software and Documentation;
- (c) lease, lend or use the Software for timesharing or service bureau purposes; sell, market, license, sublicense, distribute or otherwise grant to any person or entity any right to use the Software except to the extent expressly permitted in this Agreement; or use the Software to provide, alone or in combination with any other product or service, any product or service to any person or entity, whether on a fee basis or otherwise;
- (d) modify, adapt, tamper with, translate or create Derivative Works of the Software or the Documentation; combine or merge any part of the Software or Documentation with or into any other software or documentation; or refer to or otherwise use the Software as part of any effort to develop software (including any routine, script, code, or program) having any functional attributes, visual expressions or other features similar to those of the Software to compete with Traent;
- (e) except with Traent's prior written permission, publish any performance or benchmark tests or analysis relating to the Software;
- (f) attempt to do any of activities in Subsections (a) to (e).

5. ARTICLE 5 – TECHNICAL SUPPORT AND MAINTENANCE

- 5.1.** The Technical Support and Maintenance Terms and Conditions apply if Company has purchased Support. During the Term, Traent will provide Company with technical support relating to the Services during Traent's regularly staffed support hours.
- 5.2.** After the Support Period or Service subscription period specified in Technical Support and Maintenance Terms and Conditions has expired, Company may have no further rights to receive any Support.

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6. ARTICLE 6 – TERMINATION

6.1. Termination by Traent. Traent may terminate this Agreement by providing Customer 30 (thirty) days prior written notice of such intent as follows:

- (a) if Company has failed to pay any invoice required under this Agreement by its due date;
- (b) if Company is in material breach of this Agreement and the breach is not substantially cured within 30 (thirty) days of Traent's notice to Company;
- (c) if performance under this Agreement by Company is in violation of any law or regulation and such violation causes a substantial risk of material loss to Traent or any party related to Traent;
- (d) if the Applicable Laws and regulations related to the provision of the Services are revised or supplemented after the Effective Date hereof in a manner that Traent determines will substantially increase its costs.

6.2. In addition to the foregoing, Traent may immediately terminate this Agreement if Company has repeatedly committed the same material breach ex art. 1456 Italian Civil Code.

6.3. Termination by Company. Company may terminate this Agreement by providing Traent 30 (thirty) days prior written notice of such intent as follows:

- (a) if Traent is in material breach of this Agreement and the breach is not substantially cured within 30 (thirty) days of Company's notice to Traent;
- (b) if performance under this Agreement by Traent is in violation of any law or regulation and such violation causes a substantial risk of material loss to Company;
- (c) Company could be permitted to terminate this Agreement upon 30 (thirty) days advanced written notice to Traent, unless Company has entered into a schedule with Traent which shall be bound by the terms of that schedule.

6.4. Rights and Obligations Upon Termination. In the event this Agreement is terminated or otherwise expires for any reason:

- (a) Company's right to access and use the Services shall immediately terminate;
- (b) Traent shall cease and shall cause any agent or subcontractor to cease all professional Services and minimize any additional costs or reimbursable expenses unless otherwise directed in writing by Company. After such termination, Company shall pay Traent a termination fee for Services performed up to and including the date of termination on a time and materials basis together with any expenses reasonably incurred in connection therewith.
- (c) Within 30 (thirty) days of termination or expiration, Traent shall return to Company or destroy all Company Confidential Information in its

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possession and shall cease all use thereof, and Company shall return to Traent or destroy all Traent Confidential Information in its possession and shall cease all use thereof;

- (d) Within 30 (thirty) days after such termination, Company shall provide Traent with a final Form and Traent shall furnish Company an invoice for any remaining fees owed under this Agreement, and Traent's reasonable cost of collection, including but not limited to reasonable attorneys' fees, if any (the "Final Accounting");

7. ARTICLE 7 – FEES AND PAYMENT TERMS

- 7.1. **Fees.** Company will pay all Fees due according to the invoices.
- 7.2. **Payment currencies.** The price of Traent Products, Solutions or Licensed Materials shall be paid in Euro, in USD, or other currencies, as mutually agreed by the Parties.
- 7.3. **Payment terms.** Traent will invoice Company for Services. All fees shall be paid within 30 (thirty) days of the invoice date. If Company is delinquent in any payment, Traent will provide Company with a written notice of delinquent payment. Failing Company to fulfill its obligation, Traent may, at its option:
- (a) suspend Customer's access to any and all Services;
 - (b) modify the payment terms, to require full payment before the further provision of Services to Company. In the event Company does not pay fees when due, Company shall pay to Traent interest on the delinquent account at the rate of 1.5% per month or the maximum amount permitted under Applicable Law, whichever is lower.

8. ARTICLE 8 – TAXES

- 8.1. It is agreed that each Party shall be responsible for payment of own taxes, as imposed by the applicable taxing authority having jurisdiction, pursuant to this Agreement.

9. ARTICLE 9 – CONFIDENTIALITY

- 9.1. Each Party acknowledges that it may have access to Confidential Information of the other Party in connection with this Agreement, and that each Party's Confidential Information is of substantial value to the Disclosing Party, which could be impaired if it were improperly disclosed to third parties or used in violation of this Agreement.
- 9.2. Each Recipient Party of Confidential Information under this Agreement must:
- (a) keep the Disclosing Party's Confidential Information confidential and protect it at least to the same extent it protects its own Confidential Information and to the same extent that a reasonable person would protect such Confidential Information;
 - (b) not use the Disclosing Party's Confidential Information in any way for its own account or the account of any third party except to perform its

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duties, exercise its rights or is otherwise authorized under this Agreement;

- (c) not disclose the Disclosing Party's Confidential Information except to perform its duties or exercise its rights under this Agreement or as otherwise authorized under this Agreement, provided that:
 - i. any disclosure made to the Recipient Party's employees, contractors or agents is on a need-to-know basis;
 - ii. the Recipient Party's employees, contractors or agents in receipt of the Confidential Information are under an obligation of confidentiality no less stringent than that set forth in this section.

9.3. Notwithstanding the restrictions in Section 9.2. if the Recipient Party is required to disclose any of the Disclosing Party's Confidential Information by law, such as in response to a subpoena or requirement of any regulator, court, arbitral, administrative, or legislative body, the Recipient Party must:

- (a) where reasonably possible and permitted, immediately provide written notice to the Disclosing Party of the required disclosure to give the Disclosing Party an opportunity to move for a protective order or otherwise prevent the disclosure;
- (b) disclose only the minimum amount of Confidential Information required to satisfy the legal obligation;
- (c) assert and take proper steps with the body requiring disclosure to maintain the confidentiality of the Confidential Information to be disclosed.

9.4. The Recipient Party will immediately, and at least within 72 (seventy two) hours, notify the Disclosing party if Confidential Information of the Disclosing Party is used or disclosed in breach of this Agreement. As monetary damages may not be sufficient relief if anyone violates or threaten to violate the terms of this section, the Disclosing Party is immediately entitled to enforce its rights by specific performance or injunction proceedings, in addition to any other rights or remedies it may have.

9.5. Upon the Disclosing Party's request and upon termination of this Agreement (unless agreed otherwise by the parties at the time), each Party will return, destroy or delete permanently (at the Disclosing Party's election) the other Party's Confidential Information.

9.6. On termination of this Agreement, the Recipient Party must continue to keep the Disclosing Party's Confidential Information confidential for five (5) years in accordance with this section.

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10. ARTICLE 10 – INTELLECTUAL PROPERTY RIGHTS

- 10.1.** The Traent Products, Solutions and Licensed Materials including its object code and source code, whether or not provided to Company, are Confidential Information of Traent. Traent (or its licensors) owns exclusively and reserves all rights, title and interest in and to the Traent Products, Solutions, Licensed Materials and Documentation, including all Intellectual Property Rights as well as any Derivative Works. Company may not exercise any right, title and interest in and to the Traent Products, Solutions, Licensed Materials, Documentation or any related Intellectual Property Rights, except for the limited usage rights granted to Company in this Agreement. Company agrees, on behalf of itself and its Affiliates, and shall be responsible for itself and Affiliates, that Company and its Affiliates will take no action inconsistent with Traent's Intellectual Property Rights.
- 10.2.** This Agreement is not an agreement of sale, and does not transfer any title, Intellectual Property Rights or ownership rights to the Traent Products, Solutions, Licensed Materials or Documentation to Company. Company acknowledges and agrees that the Traent Products, Solutions, Licensed Materials, Documentation and all ideas, methods, algorithms, formulae, processes and concepts used in developing or incorporated into the Traent Products, Solutions, Licensed Materials or Documentation, and all other improvements, revisions, corrections, bug-fixes, hot-fixes, patches, modifications, enhancements, releases, signature sets, upgrades, and policy and database updates and other updates in, of, or to the Traent Products, Solutions, Licensed Materials or Documentation, as applicable, all Derivative Works based on any of the foregoing, and all copies of the foregoing are trade secrets and proprietary property of Traent, having great commercial value to Traent.

11. ARTICLE 11 – LIMITED WARRANTY AND DISCLAIMER

- 11.1. Limited warranty.** Traent warrants that the Software licensed under this Agreement will perform in accordance with Traent Service Level Agreement. Company's exclusive remedy and Traent's entire obligation and liability for any breach of the Limited Warranty is to repair or replace the Software or refund to Company the price Company paid for the Software if a repair or replacement of the Software would, in Traent's opinion, be unreasonable. The Limited Warranty is conditioned upon Company providing Traent prompt written notice of the Software's failure to perform substantially in accordance with the Documentation.
- 11.2. Exclusion of warranty.** The Limited Warranty will not apply if:
- (a) the Software is not used in accordance with this Agreement or the Documentation;
 - (b) the Software or any part of the Software has been modified by any entity other than Traent;

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(c) a malfunction in the Software has been caused by any equipment or software not supplied by Traent.

11.3. Disclaimer of warranties. Except for the limited warranty, the software is provided “as is”. To the extent permitted by law, Traent makes no other representations or warranties of any kind regarding the software and support, and Traent disclaims all other obligations and liabilities, or express or implied warranties regarding the software, including implied warranties of merchantability, quality, fitness for a particular purpose, title, non-infringement, or systems integration. Traent makes no warranty, representation or guarantee as to the software's use or performance, or that the operation of the software will be fail- safe, uninterrupted or free from errors or defects; or that the software will protect against all possible threats.

11.4. High Risk Systems terms. The software may fail and is not designed, developed, tested, or intended to be reliable in the context of High Risk Systems. Traent has no responsibility for, and Company will indemnify and hold harmless Traent from, all claims, suits, demands and proceedings alleging, claiming, seeking, or asserting any liability, loss, obligation, risk, cost, damage, award, penalty, settlement, judgment, fine or expenses (including attorney fees) arising from or in connection with company's use of the software on or in a High Risk System, including those that could have been prevented by deployment of fail- safe or fault-tolerant features to the High Risk System, or are based on a claim, allegation, or assertion that the functioning of High Risk System depends or depended on the functioning of the software, or that the failure of the software caused a High Risk System to fail.

12. ARTICLE 12 – LIMITATION OF LIABILITY

12.1. Except for breaches of confidentiality and indemnification, each Party's entire aggregate liability to the other Party for claims under or related to the subject-matter of this Agreement will not exceed the total value of the Agreement.

13. ART. 13 – INDEMNIFICATION

13.1. Company indemnification obligations. Company will indemnify and defend Traent, its Affiliates, and their officers, directors, employees, contractors and agents (each a Traent Indemnified Party) against any claims, liabilities and expenses (including court costs and reasonable attorney fees) that a Traent Indemnified Party incurs as a result of or in connection with:

(a) any third-party claims arising from:

- i. Company's failure to obtain any consent, authorization or license required for Traent's use of data, software, materials, systems, networks or other technology provided by Company under this Agreement;
- ii. Company's use of the Software in a manner not expressly permitted by this Agreement;

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- iii. any claims, costs, damages and liabilities whatsoever asserted by any Company Representative;
 - iv. any violation by Company of Applicable Laws;
- (b) any reasonable costs and attorneys' fees required for Traent to respond to a subpoena, court order or other official government inquiry regarding Company's use of the Software.

13.2. Traent indemnification obligations. Traent will indemnify Company and, at Traent's election, defend and hold harmless Company, its Affiliates, and their officers, directors, employees, contractors, and agents (each a Company Indemnified Party) against any third-party claim, liabilities, and expenses (including court costs and reasonable attorney fees) asserted against Company in a suit or action if:

- (a) the claim is for direct patent infringement, for direct copyright infringement, made by Traent;
- (b) misappropriation, and the claim is asserted against the Software alone and not in combination with anything else, or solely a combination of Traent Products Exclusions: notwithstanding anything to the contrary in this Agreement, Traent will not indemnify or defend Company for claims asserted, in whole or in part, against:
 - i. technology, designs or requirements that Company gave to Traent;
 - ii. modifications or programming to Software that were made by anyone other than Traent.

13.3. Remedies. Traent may, in its sole discretion and at its own expense, with respect to any Software that is subject to a claim:

- (a) procure Company with the right to continue using the Software;
- (b) replace the Software with a non-infringing Software;
- (c) modify the Software so that it becomes non-infringing;

14. ARTICLE 14 – ADDITIONAL TERMS

14.1. Evaluation Software. If Traent identifies the Software licensed to Company as "Evaluation" Software, this Section and Section 14.2. apply and supersede any conflicting term of this Agreement. Company's royalty-free, non-transferable, limited license to use the Evaluation Software, for evaluation purposes only, is limited to 30 (thirty) days unless agreed otherwise in writing Traent. Company may use any information about the Evaluation Software gathered from its use solely for evaluation purposes and must not provide that information to any third parties. If Company fails to destroy the Evaluation Software after the evaluation period has expired, Traent may, at its discretion, invoice Company in an amount equal to the Traent book price for the Software and Company must pay such invoice upon receipt.

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14.2. “Free” or Open-Source Software. The Software may include components (including programs, applications, tools, utilities, libraries, and other programming code) that are made available from third parties under a free or open source software licensing model (“FOSS Code”). FOSS Code components included with the Software are redistributed by Traent under the terms of the applicable FOSS Code license for such component; Company's receipt of FOSS Code components from Traent under this Agreement neither enlarges nor curtails Company's rights or obligations defined by the FOSS Code license applicable to the FOSS Code component. Copies of the FOSS Code licenses for FOSS Code components included with Software are included with or referenced in the Software's Documentation.

15. ARTICLE 15 – PRIVACY AND COLLECTION OF PERSONAL DATA AND INFORMATION

15.1. The Software or Support may employ applications and tools to collect Personal Data, sensitive data or other information about Company and End Users (including End Users' name, address, e-mail address and payment details), their computers, files stored on their computers, or their computers' interactions with other computers including information regarding network, licenses used, hardware type, model, hard disk size, CPU type, disk type, RAM size, 32 or 64 bit architecture, operating system types, versions, locale, BIOS version, BIOS model, total scanners deployed, database size, system telemetry, device ID, IP address, location, content, Traent products installed, Traent components, processes and services information, frequency and details of update of Traent components, information about third party products installed, extracts of logs created by Traent, usage patterns of Traent products and specific features, etc. (collectively, “**Data**”).

15.2. The collection of the Data may be necessary to provide Company and End Users with the relevant Software or Support functionalities as ordered (including detecting and reporting threats and vulnerabilities on Company's and End Users' computer network), to enable Traent to improve Software or Support (including content synchronization, device tracking, troubleshooting, etc.), to enable Traent to manage licenses to Software or Support, and to further or improve overall security for Company and End Users. Company may be required to uninstall the Software or disable Support to stop further Data collection that supports these functions.

15.3. By entering into this Agreement, or using the Software, Support or Service subscription, Company and End Users agree to the Traent Privacy Policy available at https://traent.com/wp-content/uploads/2022/11/Traent-Privacy-Policy_EN.pdf and to the collection, processing, copying, backup, storage, transfer and use of the Data by Traent and its service providers, in, from and to the United States, Europe, or other countries or jurisdictions potentially outside of Company's or End Users' own jurisdiction as part of the Software, Support or service subscription. Traent will only collect, process, copy, backup, store, transfer and use Personal Data in

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accordance with the Traent Privacy Policy, available at https://traent.com/wp-content/uploads/2022/11/Traent-Privacy-Policy_EN.pdf.

- 15.4. Company will secure any and all privacy-related rights and permissions from individual persons as may be required by regulation, statute, or other law or Company's internal policies or guidelines in order to disclose Company Personal Data, in order to use the Software, and/or in connection with Traent's performance of Support or otherwise under this Agreement.

16. ARTICLE 16 – COMPLIANCE WITH LAW

- 16.1. Each Party will comply with the Applicable national, state and local Laws with respect to its rights and obligations under this Agreement, including Applicable privacy and export control Laws and regulations, and other Applicable anti-corruption Laws.
- 16.2. If Traent receives notice that Company is or becomes identified as a sanctioned or restricted party under Applicable Law, Traent will not be obligated to perform any of its obligations under this Agreement if such performance would result in violation of the sanctions or restrictions.
- 16.3. **Illegal Information Brokering.** The Parties are aware of a practice (referred to as "Illegal Information Brokering") where certain individuals approach contractors, subcontractors or suppliers and offer confidential information or illicit influence in order to obtain business through the corruption of competitive bidding processes. The Parties recognize that the practice of Illegal Information Brokering or any other corruption of the contract award process is not permitted and each Party represents that it has not and it will not, neither directly or indirectly, participate in Illegal Information Brokering in connection with the Agreement. Each Party shall promptly notify the other Party if anyone approaches its personnel, subcontractors and suppliers, for the purpose of Illegal Information Brokering concerning the Agreement or any other related business interest of the other Party. Each Party represents that such notice and any related information provided by the other will be treated with the utmost discretion.

17. ARTICLE 17 – NOTICES AND COMMUNICATIONS

- 17.1. Any communication, such as a notice, in connection with this Agreement, must be in writing and shall be sent to the following contact details, as amended from time to time:
- (a) For Traent: traent@pec.it
- (b) For Company: [*].

18. ARTICLE 18 – GOVERNING LAW AND DISPUTES RESOLUTION

- 18.1. This Agreement and all rights and obligations established hereunder shall be exclusively governed by the laws of Italy without regard to their conflict of laws rules.

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- 18.2.** In the event any misunderstanding, disagreement or dispute arises between the Parties concerning any aspect of this Agreement, including any dispute involving the validity, construction, meaning or effect of this Agreement or the rights or liabilities of the Parties, or any matter arising out of the same, or connected therewith, including any breach thereof, the Parties hereby covenant that, in keeping with the cordial relationship of good faith and mutual trust that exists between them, they will use their best efforts to resolve any such misunderstanding, disagreement or dispute in an amicable manner.
- 18.3.** If no amicable settlement is reached within 60 (sixty) days after the first meeting of the Parties, the Parties irrevocably and unconditionally agree that any dispute arising out of the interpretation, validity, effectiveness, enforcement, termination and/or cessation for any reason of the Agreement, if not settled in an amicable way, shall be settled by to the exclusive jurisdiction of the Court of Milan.

19. ARTICLE 19 – GENERAL PROVISIONS

- 19.1. Amendments.** No modification, change or amendment of this Agreement shall be effective and binding upon the Parties unless set forth in writing and signed by authorized officers or representatives of the respective Parties.
- 19.2. Assignment.** The present Agreement cannot be assigned without prior written agreement between the two Parties hereto. Any subcontracting, assignment or delegation (even with Traent’s prior written consent) does not relieve the Company of any responsibility under this Agreement and the Company shall guarantee the assignees or transferee’s performance of the assigned or transferred obligations under the Agreement and the assigning Party shall remain jointly and severally liable with the assignee towards Traent for the full performance of the Agreement.
- 19.3. Best efforts.** Subject to the terms and conditions of this Agreement, each of the Parties agrees to use its best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper, or advisable under Applicable Laws and regulations to fulfil the obligations provided by this Agreement.
- 19.4. Entire Agreement, order of precedence and amendments.**
- (a)** This Agreement constitutes the entire understanding between Traent and Company relating to its subject-matter and supersede all oral or written proposals, and all communications between the Parties relating to its subject-matter.
 - (b)** Traent reserves the right to amend any terms of this Agreement at any time.
- 19.5. Force Majeure.** Neither Party is liable for delays or failures to perform any of its obligations under this Agreement to the extent caused by a Force Majeure Event.
- 19.6. Good faith and fair dealing.** In carrying out their obligations under this Agreement the Parties will act in accordance with good faith and fair dealing. The provisions of

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this Agreement, as well as any statements made by the Parties in connection with this agency relationship, shall be interpreted in good faith.

- 19.7. Hardship.** If during the performing of the Agreement there is a substantial change in economic or political or manufacturing circumstances which fundamentally affects the equilibrium of the such that one or more of its terms become excessively onerous to either Party (“**Hardship**”), the Parties, after justified written notice given no later than 30 (thirty) days upon discovery, will meet forthwith to review the situation and discuss alleviation of the Hardship by renegotiation of the relevant term or terms of this Agreement.
- 19.8. Language.** This Agreement is written in English and any translation of it is for referential purposes only. in case of discrepancy between the English version and its translation, the English version shall prevail.
- 19.9. Nullity.** The nullity of a particular clause of this Agreement shall not involve the nullity of the whole Agreement unless such clause is to be considered as substantial (i.e. if the clause is of such importance that the Parties, or the Party to the benefit of which such clause is made, would not have entered into the Agreement if it knew that the clause would not be valid).
- 19.10. Titles of Sections.** All the section headings used in this Agreement are for convenience only or reference only and are not intended to be used as aids to interpretation and are not binding on the Parties.

IN WITNESS WHEREOF, this Agreement has been read by the Parties, which declare it to be in full conformity with their own free will and which, for full acknowledgement of its contents, sign it by their respective authorized representatives as a deed on the Effective Date first stated above.

Place, Date

Traent S.r.l.
Represented by
Mr. Federico d’Annunzio

Company
Represented by
[*]

Under and in accordance with Articles 1341 and 1342 of the Italian Civil Code, the Parties declare that they specifically approve the following Sections of the Agreement:

Section 7 (Fees and Payment terms), 9 (Confidentiality), 10 (Intellectual Property Rights), 11 (Limited Warranty and disclaimer), 12 (Limitation of Liability), 13 (Indemnification), 18 (Governing Law and Dispute Resolution).

Place, Date

Traent S.r.l.
Represented by
Mr. Federico d'Annunzio

Company
Represented by
[*]

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