License Agreement for ZAIUX License Manager

Software: ZAIUX MSP Portal
Producer: Pikered S.r.l.
Version: v.02.2022
Subject: Personal and non-transferable right to manage End User Licenses of the ZAIUX Software through Web Portal
Date: 05.03.2022

0. TERMS AND CONDITIONS OF AGREEMENT

The exclusive, personal, and non-transferable right to manage ZAIUX End User Licenses through MSP Web Portal (Managed Service Provider) during the Subscription period is subject to acceptance of the following terms and conditions of agreement.

This agreement is reserved for professional users and purpose. By concluding this agreement and/or accessing the MSP Web Portal, you declare and guarantee that you are not a consumer.

The User and/or his legal representative must be aged at least 18 and must have reached the age of majority according to the Law of his State of Legal Residence. If you are using the MSP Web Portal on behalf of a corporation or company (defined here as "Company"), you must be duly authorized to represent the company and agree to the Terms and Conditions of this Agreement on its behalf. By concluding this agreement and/or using the MSP Web Portal, you declare and guarantee that you fulfill all the requirements needed to this aim.

To access the MSP Web Portal, you will need to register by following the instructions sent per e-mail. A valid and active email address is required to complete the registration and receive further legal instructions.

By accessing for the first time the MSP Web Portal, the user agrees to be bound by the terms and conditions of this agreement.
If you do not agree to the terms of this agreement, do not access the first time, and do not use the application.
Until you agree to the terms, you shall not be allowed to use the MSP Web Portal and the service shall be disrupted.

Access to the MSP Web Portal is granted under a personal, time-limited, and non-transferable license by Pikered SRL, which can be used within the limits of and in compliance with the terms and conditions of this agreement.

The software interface shall exclusively be written in English.

1. SUBJECT OF THE AGREEMENT

1.1 This Agreement regulates the right of use of the MSP Web Portal (or Portal); this right is strictly personal and limited to the subscription period. It is also conventionally defined as "License", to manage the ZAIUX "End User Licenses" (for which the "ZAIUX End User License Agreement" also applies). The Licenses are provided to the Costumer and may be assigned by him to as many IT-Systems, which may be internal to the Company represented by the Customer or external to it, as specified in the following sections. The Portal and each of its components shall remain the exclusive property and availability of the Producer, who is the one and only owner of the economic exploitation rights.

1.2 "IT System" refers to a legal entity, uniquely identified by the combination of VAT number, geographical location, and pool of public IP addresses, inserted in accordance with the rules set out in the Portal when assigning an End User License. A legal entity, which has a pool of public IP addresses not compliant with the limits set by the Portal (divisible into a certain number of pool of compliant IP addresses) and is located in multiple geographical locations, or also several legal entities which share the same pool of IP addresses, compliant with the limits imposed by the Portal and/or the geographical location, constitute in all respects different IT Systems, which shall use different End User Licenses.

1.3 Software components and applications to which access is granted, with the only purpose of managing the ZAIUX End User Licenses, shall remain the exclusive property of Pikered, as this agreement and its content are not intended to promote a sale.

1.4 Pikered SRL and its sub-suppliers shall be each the owners and holders of the respective ownership rights of the trademarks, industrial secrecies, patents and all other respective copyrights and intellectual property on the Portal, the applications, the services and the documents and they keep all respective rights which are not explicitly granted in this Agreement.

1.5 The Customer recognizes that he has by no means taken part in the development of the Portal and of its software and application components, thus waiving to claim any rights on these ones.

1.6 The right to use the Portal, which is limited to the Subscription Period and defined here as License, is granted personally to the Customer, who is considered as an <u>end</u> of professional nature. The specific features related to this type of end

user are decisive for the consent.

1.7 The use of the Portal end of its software and application components is non-transferable nor marketable in any way. It is limited to the purpose of assigning to ZAIUX Users the End User Licenses provided to the Customer at the time of agreement or of possible License suspension or deletion (with consequent failure to use the License for part of the validity period).

1.8 By accepting this Agreement, the Customer agrees not to use the Portal and all its software or application component as well as not to engage in any behavior aimed at authorizing, during the whole Subscription Period, the use of ZAIUX on several IT Systems (according to the definition of section 1.2) higher than the number of End User Licenses provided to the Customer by the Sale Agreement multiplied by the number of IP pool changes allowed by the Portal, for example through timesharing, office services or other arrangements. The Customer also agrees not to encourage any conduct that would constitute a criminal offense nor to engage in activities that otherwise interfere with the use and enjoyment of ZAIUX by others.

1.9 The Customer agrees not to perform any reverse engineering procedures, decompile, modify, translate, disassemble, expose the source code, nor to create any derivative works from any parts of the Portal. The Customer accepts and agrees not to let any third parties benefit from the use or the features of the Portal, not to encourage any conduct that would constitute a criminal offense, not to engage in activities that otherwise interfere with the use and enjoyment of the Portal by others, nor to use the Portal to track or monitor the location and activities of any individual without their explicit consent.

1.10 Given the nature, the subject matter, and the limitation of the right of use covered by this agreement, any violation of the previous sections 1.6, 1.7, 1.8, 1.9 shall result in the immediate and automatic termination of the Agreement and, in any event, Pikered's immediate right of withdrawal.

1.11 The Use of ZAIUX is conditional on the registration of the IT System's pool of public IP addresses, and this represents the only access point to a single End User License. Any change of the IP address will result in ZAIUX failure to work, in compliance with the "ZAIUX End User License Agreement". Pikered reserves the right to authorize a limited number of reasoned requests for modifications of the pool of IP addresses related to an End User License, both through direct modification in the Portal and upon request. This shall apply provided that the modifications ensure respect for the limitations mentioned in the previous sections and they do not imply using ZAIUX on different IT Systems than the one IT System associated to the End User License.

1.12 The Customer agrees not to assign End User Licenses to IT Systems of third companies without their explicit consent, for which they are fully liable. Pikered shall thus be held harmless for any liability related to assigning and/or using ZAIUX without consent by the company owning the IT Systems on which such activities are carried out.

2. FEATURES OF THE MSP WEB PORTAL

2.1 The Portal is a web platform accessible through Web Browser; the Portal platform allows a Licensee to assign ZAIUX Use Licenses for an internal use in the Company represented by him or in third companies. The Portal has the following features and limitations.

2.2 **Features and functioning**. After accessing the Portal, the available features for the Licensee are:

2.2.1 Creation of a new End User License, by entering the data related to the IT System and to its pool of public IP addresses.

2.2.2. Suspension of an existing End User License, with consequent failure to use the End User License for those days of the validity period in which the suspension is in place.

2.2.3. Renewal of an End User License, and in case of renewal of a License for ZAIUX License Manager, for the validity period of the latter. Also, the update of the End User License data, i.e. company name/nickname or pool of its public IP addresses, in accordance with the methods and features allowed by the Portal User Interface.

2.3 **Assistance.** In the event of malfunctioning in the Portal or in the ZAIUX application (i.e. malfunctions in the user interface, anomalies in the execution, crash), which are installed in the IT Systems associated with the End User Licenses provided to the Customer, he has the right to request technical assistance by e-mail to the assistance address provided at the time of conclusion of the contract. Pikered agrees to take care of such requests within the limits established in the assistance contract.

2.4 Pikered does not guarantee any features or result other than those described in this section 2.

3. UPDATES AND UNILATERAL CHANGES

3.1 The Portal's Software and application components require Updates to function properly. Updates may relate to bug fixes or be new models, new categorization, definitions or rules for control elements and minor development of software, applications, or accompanying documents. The Portal's Updates will be made automatically available and used during the Subscription Period. Any changes made in the Portal, in the software and application components, whose use is

granted through the License subscription, are subject to the conditions and limits of this Agreement and to the additional conditions of which acceptance will be requested when updating.

3.2 The possibility to use the Portal and to update the related software and application components is subject to acceptance of the general terms and conditions of agreement in force at the installation date of such updates.

3.3 The Updates will replace parts of the Portal as well as of its software and application components, previously included in the License. PIkered shall be committed to notify you about significant changes in the Software or in the terms and conditions of this Agreement, by sending e-mails to the address inserted during your registration.

3.4 For safety, updating and maintenance purposes too, Pikered reserves the right to modify the Portal and each one of its features or components, as well as to temporarily suspend the possibility to access and use the Portal. Pikered agrees to notify reasonably in advance the planned disruptions of service and to promptly notify the User about extraordinary and unplanned disruptions.

3.5 Pikered does not assume any obligation to (i) provide updates or (ii) continue to provide or enable possible application specific features and/or functions to the user. Furthermore, the Customer agrees that all updates shall be (i) considered as an integral part of the application, (ii) subject to the terms and conditions of this Agreement. To guarantee the Portal's functionality and safety, the Costumer understand that the Software and its software and application components may be disrupted or suspended due to maintenance, reviewing, updating, migration, improvement and security activities that may be necessary or appropriate to carry out.

4. DURATION – SUBSCRIPTION PERIOD

4.1 The duration of the agreement, also "Subscription Period", shall be defined with each Costumer, in accordance with the license chosen from the list.

4.2 The credentials provided to the Costumer, after the conclusion of the agreement, shall allow to use and access the Portal and its related applications only for the duration period mentioned in the above point.

4.3 The "Subscription Period" starts when inserting in the Portal the credentials for the first access and ends according to the duration defined by the purchased license type.

4.4 The ZAIUX End User Licenses assigned during the Subscription Period last from the activation (or renewal) date until the expiration date of the Subscription Period.

4.5 There shall be no automatic renewal rights.

5. LIMITATION OF LIABILITY

5.1 By accepting to use the Portal, the Costumer declares to understand the possible consequences of executing an Internal Penetration Test on his IT System or that of third parties through the ZAIUX solution, as described in the "ZAIUX End User License Agreement".

5.2 Pikered or its sub-suppliers shall by no means be liable to the Costumer (i) for any loss or damage resulting from the Portal use or any loss or consequence resulting from the failure, suspension, or disruption of the Portal execution.

5.3 Such limitations shall apply also in case Pikered is aware or has been warned that such damages were possible, regardless of the source of warning, be it the contract, the Software liability, extracontractual or of any other nature. By using the Portal and its components, the Customer accepts the risk that they may be used by third parties that fraudulently access to his IT-system, without any liability on the part of Pikered.

5.4 Pikered's liability, directly or indirectly arising from this Agreement, shall by no means exceed the value of the consideration paid to Pikered for the Portal use according to the agreement.

6. PERSONAL DATA PROTECTION

6.1 The use of the Portal may be subject to laws and regulations on personal data protection. Pikered shall process your personal data in compliance with the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 Apr 2016 and following changes and updates, being the development of the application based on the principle of "privacy by design" and "security by design".

6.2 To use the Portal and let the Software run, it is necessary for the Costumer to acknowledge that Pikered, as the data controller, shall oversee the processing of the following data:

    6.2.1 Personal data necessary to create a customer register and to manage the authorization process for the use of the Portal and to subsequently manage the License;

    6.2.2 Personal data of ZAIUX Users and/or of those Companies where ZAIUX is installed (so as defined in the ZAIUX End User Agreement). If inserted by the Costumer in the Portal. Such data are useful to manage the authorization process to use ZAIUX and to consequently manage the End User License.

 6.3 The data processing has the sole aim of executing the Service and managing of the credentials necessary to use the

Portal. Its data will also be processed with the purpose of performing an Agreement to which the Costumer is a party, solely and exclusively to perform the services included in this Agreement, to fulfil the tax and accounting obligations provided for and to comply with the obligations provided for by the current regulations.

6.4 Pikered collects your personal data with the purpose of Management of the account registration requests for the MSP Web Portal license. In this case the Customer may provide the following identifying data such as: name, client identifying number, mobile number, e-mail. Processing personal data is necessary for Pikered to meet its obligation in your regards, in compliance with the terms of the Services.

6.5 The data controller, Pikered, adopts adequate technical and organizational measures, such as the pseudonymization. Such measures are aimed at effectively implementing the principles of data protection, among which minimization, and at integrating in the processing the necessary warranties to meet the requirements of EU Regulation 2016/679 (GDPR) and to protect the rights of the software users involved.

6.6 In accordance with the principles of lawfulness, purpose limitation and data minimization, pursuant to article 5 of EU Regulation 2016/679, the data will be stored only for the time necessary to achieve the purposes for which they are collected and processed or, in any case, for the time strictly necessary to fulfil legal obligations.

6.7 Personal data of third parties provided by you, in the Agreement framework, shall be processed by Pikered only because it has been authorized to process such data on your behalf, as requested, to provide services or fulfil obligations in your regards. As for these data of third parties, you guarantee the following: you are allowed to process the data and lawfully submit them to Pikered, in accordance with appliable law, you have adequately informed the data subjects and obtained their consent also, if necessary, on behalf of Pikered. In any way, you agree to indemnify and hold Pikered harmless for any injurious consequences or damage it may suffer.

6.8 The Portal exploits a Cloud infrastructure located within EU borders.

6.9 Pursuant to articles 15 and following of EU Regulation 2016/679, the data subject has in any moment the right to:

6.9.1 Request confirmation of the existence or not of his own personal data and to make them available in an intelligible form;

6.9.2 Request and obtain from the data controller access to personal data, updates and rectification or deletion of such data, or also limitations to the processing related to him; the party also has the right to oppose to the processing of the data in addition to the right to data portability.

6.9.3 Obtain information about the purposes and the methods of processing, the personal data categories, the recipients or categories of recipients to whom personal data have been or will be communicated and, when possible, the storage period;

6.9.4 Obtain data portability, i.e. receive them from the data controller, in a format that shall be structured, commonly used and automatic device-readable, and submit them to another data controller unhindered;

6.9.5 Oppose to the processing in any moment;

6.9.6 Withdraw consent at any time without affecting the lawfulness of the processing, based on the consent given prior to withdrawal;

6.9.7 Address all communications to the data controller, Pikered, through the following e-mail address: privcay@pikered.com;

6.9.8 Lodge a complaint to the Supervisory Authority for personal data protection – www.garanteprivacy.it).

6.10 **CONSENT TO ELECTRONIC COMMUNICATIONS**. Pikered may need to send you communications of legal or other nature, related to the Portal, to ZAIUX, the Subscription Services or the use by Pikered of information provided by you ("Communications"). Pikered shall send the Communications through notifications in the Portal or e-mails to your registered address, or it will post the Communications on its website www.pikered.com. By accepting this Agreement, you give your consent to receive all Communications only through these electronic systems; you also acknowledge and confirm that you can access Communications on the website www.pikered.com.

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7 EXPRESS TERMINATION CLAUSE – TERMINATION – WITHDRAWAL

7.1 Without prejudice to further provisions in this Agreement, Pikered shall have the right to immediate withdrawal and the Agreement shall result in automatic termination in the following cases: violation of the conditions of use and restrictions of use, infringement of copyright and intellectual property and economic exploitation of the Portal, economic exploitation of ZAIUX End User Licenses in a manner incompatible with this agreement.

7.2 Without prejudice to further provisions in this Agreement, in the event of your failure to fulfil any other obligation established by this Agreement, which are not remedied within 15 days of notice by Pikered, this Agreement shall be automatically terminated upon expiry of the abovementioned period. The termination implies the interruption of service and the license withdrawal, and fees already paid shall by no means be refunded or recalculated according to the period of use.

8. FORCE MAJEURE

Pikered shall not be liable for any alleged or actual damage or loss arising from force majeure causes and/or from a whole or partial failure of performance or inaccurate performance due to your actions, actions of military or civil authorities, governmental measures, earthquakes, fires, floods, epidemics, pandemics, quarantine, energy crises, strikes, labor problems, war, riots, terrorism, accidents, lack of resources, delays in transport or any other cause beyond its reasonable control. Pikered shall resume to perform its obligations as soon as reasonably practicable.

9. GENERAL PROVISIONS

This Agreements reflects the entire existing arrangement between you and Pikered. If a provision of this Agreement is held invalid or ineffective, any invalidity or ineffectiveness shall not affect the remaining contract provisions. Pikered may wholly or partially assign or transfer the obligations under this Agreement or entrust the execution to qualified third parties or to its affiliated and/or controlled companies.

10. APPLIABLE LAW

This Agreement is governed by Italian law, to the exclusion of provisions in the field of international private law. The provisions of the United Nations Convention on Contract for the International Sale of Goods are not appliable.

11. PLACE OF JURISDICTION

Any dispute, controversy or legal matter arising out of or relating to this Agreement, to its conclusion, performance, non-performance, termination, validity, invalidity, non-existence, to the use of ZAIUX and of its software and application components and to any alleged consequential or related damages shall be subject to the exclusive jurisdiction of the Italian courts and the exclusive Place of jurisdiction shall be the one in Milan, Italy, with the exclusion of any other jurisdictions.

HOLDER OF ECONOMIC EXPLOITATION RIGHTS

The producer, supplier and Licensor is Pikered SRL, a company incorporated in Italy C.F. and P.I. IT11458640965, based in via Borgonuovo 9, Milan (MI) Italy