ENGLISH

REAQTA B.V., an IBM Company ("REAQTA")
END USER LICENSE AGREEMENT FOR REAQTA SOFTWARE

PLEASE READ THIS END USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY. THE REPRESENTATIVE ("YOU") ACCEPTING THE AGREEMENT OF THIS LICENSE ON BEHALF OF THE "USER/s", REPRESENTS AND WARRANTS THAT HE OR SHE HAS FULL AUTHORITY TO BIND THE USER/s TO THIS AGREEMENT. BY ASSENTING TO THE TERMS OF THE AGREEMENT (EITHER BY CLICKING, CHECKING A BOX, OR USING THE SOFTWARE), USER/s ACCEPTS AND BECOMES A PARTY TO THIS AGREEMENT, WHICH WILL BE DEEMED A BINDING CONTRACT BETWEEN USER/s AND REAQTA B.V., AN IBM COMPANY REGISTERED UNDER THE LAW OF NETHERLANDS, ON BEHALF OF ITSELF AND ANY AFFILIATES PERFORMING HEREUNDER (COLLECTIVELY, "REAQTA"). UNLESS THE USER/s HAS ANOTHER VALID AGREEMENT FOR THE PURCHASE AND USE OF REAQTA SOFTWARE, THIS AGREEMENT GOVERNS YOUR RIGHTS TO USE THE REAQTA SOFTWARE. IF USER/s DOES NOT AGREE TO OR CANNOT COMPLY WITH ALL THE TERMS IN THE AGREEMENT OR IF THE REPRESENTATIVE ("YOU") DOES NOT HAVE AUTHORITY TO BIND THE USER/s, THEN DO NOT ASSENT AND USER/s WILL NOT BE AUTHORIZED TO INSTALL, ACCESS AND/OR USE THE REAQTA SOFTWARE, AND IF PRESENTED WITH THE OPTION TO "AGREE" OR "DISAGREE" TO THE TERMS, CLICK "DISAGREE". THESE TERMS IN THIS AGREEMENT ARE BINDING AS OF THE EARLIEST OF THE DATE THAT USER/s ACCEPTS THE TERMS AND CONDITIONS HEREIN, THE DATE SET FORTH ON AN ORDER OR THE DATE ON WHICH USER/s DOWNLOADS, INSTALLS, ACTIVATES OR USES THE REAQTA SOFTWARE. IF USER/s ACQUIRED THE REAQTA SOFTWARE AS PART OF A SEPARATE PURCHASE AND IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, YOU MAY RETURN THE ENTIRE REAQTA SOFTWARE PACKAGE WITHIN THE RETURN PERIOD OF 15 DAYS TO AUTHORIZED PARTNER.

ReaQta BV, an IBM Company registered under the law of Netherlands with company registration number 69518947 and having its registered office at Molenpad 6, 1016 GM, Amsterdam, Netherlands (hereinafter referred to as the "**ReaQta**")

ReaQta recommends that User/s keep a copy of this Agreement for User/s records.

1. Definitions

"Affiliate" shall mean any entity that a party directly or indirectly controls (e.g., subsidiary) or is controlled by (e.g., parent), or with which it is under common control (e.g., sibling).

"Agreement" shall mean these ReaQta Terms and Conditions in this License Agreement between ReaQta and the User/s.

"Endpoint" shall mean a computing device that is supported by a ReaQta Agent, including but not limited to a desktop, server, laptop, workstations and virtual machines desktops.

"Order" shall mean any purchase order or other ordering document (including any SOW) accepted by ReaQta that identifies the following ordered by User/s: ReaQta Software, ReaQta Software quantity based on ReaQta's applicable license metrics (e.g., number of Endpoints, License Tier), Price and Subscription/Order Term.

"ReaQta Software" shall mean the software displaying this Agreement (permission to use the software) and the software installed on

any User/s Endpoint that is hosting any code developed and produced by ReaQta, any Upgrade thereof granted during the Subscription/Order Term, Documentation and any Copies User/s are permitted to make under this Agreement, excluding Third Party Software. This includes any of ReaQta's software, other products and/or services ordered by User/s as set forth in the relevant Order, the available accompanying API's, any Documentation and any Updates thereto that may be made available to User/s from time to time on an as available basis by ReaQta.

"Subscription/Order Term" shall mean the period of time set forth in the applicable Order during which: (i) User/s is authorized by ReaQta to access and use the Product or Product-Related Service, or (ii) Professional Services may be performed.

"User/s" shall mean any individual or entity that (i) Places an Order, and/or (ii) Uses any ReaQta Software, and/or (iii) Has access to any ReaQta Software, and/or (iv) Benefits from the use of any ReaQta Software.

2. Grant of the License

Subject to the terms and conditions of this Agreement, and subject to payment of applicable fees ("**License Fee**"), ReaQta grants to the User/s a limited, non-exclusive, non-transferable, non-sub-licensable and revocable license to install during the Subscription/Order Term and solely for User/s own private use, ReaQta Software and related written materials in either printed text or machine readable version (the "**Documentation**"). Any use of more copies of the ReaQta Software than licensed is prohibited.

3. License Restrictions

Unless specifically permitted in terms of this Agreement, **User/s may NOT** (i) copy, reproduce, change, modify, create a derivative work thereof, reverse compile or reverse engineer, disassemble, decompile or otherwise attempt to extract the source code or internal data of the ReaQta Software and Hardware or any part thereof ; (ii) remove or in any way obscure any ownership or trademark notices on the ReaQta Software; (iii) sublicense, sell, rent, lease, transfer, assign, display, host, outsource, disclose, distribute, using programs or services as such VirusTotal, Any.run and similar Security Vendors, or otherwise commercially exploit the ReaQta Software; (iv) circumvent any serial number or any other mechanism used or deployed by ReaQta to protect the ReaQta Software against unlicensed use, copying or distribution; (v) post or otherwise make available, the ReaQta Software or any portion thereof, including the serial number, on the Internet or other publicly available forum; (vi) export or re-export the ReaQta Software or any underlying information or technology in violation of the import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users.; or (vii) make any use of such ReaQta Software in any way that violates any applicable law.

4. Licensed Copies and Networks

Any simultaneous storage, maintenance, or use of the ReaQta Software is prohibited unless authorized. User/s agree either to implement access security mechanisms **to prevent simultaneous not authorized use** or to pay an additional fee according to the number of users with access to a network enabling use of the ReaQta Software by multiple computers simultaneously, if not agreed in writing before.

5. Upgrades and Content Updates

ReaQta may provide User/s with Upgrades and/or Content Updates from time to time at no charge during the Subscription/Order Term of this Agreement. For the purposes hereof, **"Upgrade"** means a new version of the ReaQta Software containing technical modifications, updated information, altered functionality, or any other changes that are intended by ReaQta to improve or to add to, delete or otherwise modify any aspect of the ReaQta Software; and **"Content Update"** means an update of the content used by the ReaQta Software that might need to be updated from time to time on an as available basis. Upgrades and/or Content Updates may be provided by ReaQta via on-line services. This Agreement does not otherwise permit User/s to obtain and use Upgrades and/or Content Updates. ReaQta Software may require Content Updates in order to work effectively.

6. Intellectual Property Protection

The ReaQta Software is protected by copyright, as well as other intellectual property laws both under the Dutch law and under international treaty provisions. Notwithstanding anything else, the ReaQta Software is licensed and not sold. This Agreement does not give User/s any intellectual property rights in the ReaQta Software or any Third Party Software, and does not grant User/s any license, right or interest in any trade mark, trade name or service mark of ReaQta or any other third party. ReaQta owns and retains all rights, title and interest in and to the ReaQta Software, all Copies or portions of the ReaQta Software, and any derivative works thereof.

7. Limited Warranty

The ReaQta Software is provided to User/s under this Agreement on an "as is" basis, without warranty or representation of any kind. User/s accept that ReaQta does not represent or warrant that the ReaQta Software will meet User/s requirements or be error or defect free or that any defects in the operation or functionality of the ReaQta Software will be corrected. ReaQta further expressly disclaims all warranties and conditions of any kind, whether expressed or implied, including, but not limited to, the implied warranty of merchantability, fitness for a particular purpose and non-infringement of intellectual property rights. Any implied warranties that cannot be excluded are limited to thirty (30) days or to the shortest period permitted by applicable law, whichever is the greater. User/s use of the ReaQta Software is at User/s sole risk and User/s are responsible for any decisions made and actions taken based on the ReaQta Software, irrespective of any recommendations proffered by such Software. ReaQta makes no representation regarding Third Party Software which may be accessed through or included with the ReaQta Software.

8. Limitation of Liability

To the maximum extent permitted by law, under no circumstances and under no legal theory/institute, will ReaQta or its suppliers be liable to User/s or any third party beneficiary for any kind of damages arising out of, or in any way related to, the use of the ReaQta Software. In no event will the total liability of ReaQta or its suppliers whether in tort, contract or otherwise, exceed the amount actually paid by User/s for the ReaQta software. User/s acknowledge that the License Fees reflects this allocation of risk and that the limitation set forth in this section is an essential element of the agreement between the parties.

9. Indemnity

User/s will indemnify and hold ReaQta harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to User/s use of the ReaQta Software. User/s obligations under this section shall survive the expiration or termination of this Agreement.

10. Privacy

At all times your information will be treated in accordance with ReaQta's Privacy Policy, which can be reviewed at: https://reaqta.com/privacy-policy. ReaQta is committed to comply with the data protection (in particular EU Regulation n. 2016/679, "General Data Protection Regulation" – also known as GDPR) and ReaQta's Privacy Policy page informs you of ReaQta's policies regarding the collection, use and disclosure of Personal Information we receive, in particular regarding the Processing of Personal Data.

11. Third Party Software

Other third party software may be distributed together with the ReaQta Software (the "**Third Party Software**"). Any and all such Third Party Software may require notices and/or be subject to <u>different license terms</u>. Such required Third Party Software notices and license

terms, if any, should be accessed from the Third Party Software itself. By accepting this License Agreement, User/s are also accepting the license terms, if any, under which the Third Party Software is made available. User/s will not enter into a contractual relationship with ReaQta regarding such Third Party Software and ReaQta accepts no responsibility for User/s use of same.

12. Term and Termination

The Term of this License is for the period of time set forth in the applicable Order during which: (i) Customer is authorized by ReaQta to access and use the Product or Product-Related Service, or (ii) Professional Services may be performed. **("Subscription/ Order Term")**. At the end of the Subscription/ Order Term, User/s agree to completely de-install and destroy or permanently erase all copy/ies of the ReaQta Software within fifteen (15) days of termination or expiration. Following expiry of the Subscription/Order Term, some features and functionality of the ReaQta Software may cease to function or the ReaQta Software may cease to function altogether. Notwithstanding the above, this Agreement shall automatically terminate if User/s fail to comply with any of its terms, both during and following the Subscription/Order Term of the Agreement, without prejudice to the rights of ReaQta to compensation for damages in terms of the applicable law. Immediately upon such termination, any license granted hereunder shall terminate and User/s shall immediately return to ReaQta or completely destroy all Copies of the ReaQta Software in User/s possession. The terms of this Agreement which are intended to survive expiration or termination shall remain in effect.

13. Support

ReaQta may provide User/s with support services related to the ReaQta Software. Any obligation ReaQta may have to support the previous version of the ReaQta Software ends upon the expiration of the Subscription/Order Term or termination of the License, whichever is the earlier.

14. Modifications

If Upgrades are granted, such Upgrades shall be accompanied by this Agreement or a new license Agreement. Such grant shall not extend the Subscription/Order Term of the License granted hereunder. If the Upgrade is accompanied by a new license Agreement, and User/s do not accept the terms of such a new license Agreement, User/s must notify ReaQta within thirty (30) days of such grant. If User/s do so notify ReaQta, User/s agreement with ReaQta shall continue to be governed by this Agreement or the last license agreement that User/s accepted, until the end of the Subscription/Order Term. Following expiry of the Subscription/Order Term, if User/s renews the license of the ReaQta Software or User/s continues to pay User/s License Fee, User/s will be deemed to have accepted the new license Agreement.

15. General Provisions

Any rights not expressly granted under this License are being reserved. This Agreement is the entire agreement between User/s and ReaQta with respect to this subject matter and supersedes any and all prior or contemporaneous oral or written agreements, representations, negotiations, any additional terms or other similar communication between the parties. If any part of this Agreement is found to be void, unenforceable or invalid, that part will be deemed stricken and will not affect the validity of the other License provisions. Failure by either party to enforce any provision of this License will not be deemed a waiver of future enforcement of that or any other provision.

16. Choice of Law

This Agreement will be governed by and construed under the Laws of Netherlands.

The Parties ("User/s" and "ReaQta") agree that any controversy, disagreement or dispute arising between the Parties in the performance, interpretation, or application of this Agreement that cannot be resolved amicably within thirty (30) working days shall be reviewed and finally settled by arbitration in accordance with the provisions of the Dutch Arbitration Act (2015) and the Arbitration Rules made thereunder, as in force on the date of commencement of the relevant dispute (such commencement to be established in accordance with such Rules).

There shall be one (1) arbitrator, to be appointed by agreement between the Parties or, failing such agreement within seven (7) days from the receipt by either Party from the other of a notice proposing the names of one or more persons who may serve as the sole arbitrator, by the Netherlands Arbitration Institute at the request of either Party.

The seat of the arbitration shall be in the Netherlands at the premises of the Netherlands Arbitration Institute. The arbitral proceedings shall be conducted in the English language.