User Terms

1. The terms and conditions attached in these User Terms are applicable to the services and products (hereafter: Deliverables) of Contractor.

2. These user and license terms for end-users (hereafter: User Terms) constitute an agreement between Contractor and Client.

3. Contractor is required to inform all end users of the Deliverables of the conditions of these User Terms.

4. If the end-user purchases the Deliverables from a third party ("Reseller") other than the Contractor, who sublicenses the Deliverables to end-user under the terms of an agreement between the end-user and such Reseller (a "Sublicense Agreement"), the terms of that Sublicense Agreement with the Reseller shall apply to the use of the Deliverables and not these User Terms. Resellers may only grant rights and must convey terms consistent with these User Terms. Although the Sublicense Agreement is between the end-user and the Reseller, the end-user acknowledges and agrees that, by installing or using the Deliverables:
    (a) the license rights in the Sublicense Agreement that are greater than the license rights in these User Terms do not apply
    (b) all license terms in these User Terms not included in the Sublicense Agreement apply;
    (c) the liability limitations stated in these User Terms apply in favor of the Contractor, its affiliates, and suppliers, notwithstanding the existence of a Sublicense Agreement; and
    (d) the Contractor is a third-party beneficiary of the Sublicense Agreement and is entitled to exercise and enforce all rights and benefits of the Reseller under that Sublicense Agreement.
    If the end-user has not entered into a Sublicense Agreement with the Reseller, the terms of these User Terms shall apply in full. In that case, 'Client' shall also be understood to include the end-user

5. These User Terms apply to the use by Client of:
    (a) the hardware, software and/or firmware, in object- or source code, or whether software is delivered as a service (SaaS) via a network or the internet, provided by Contractor, whether or not pre-installed on hardware or otherwise provided to Client pursuant to a (purchase)contract, quotation, order form, invoice, or online purchase process (each, an "Order");
    (b) all data that is delivered by Contractor (for example configurations, parameterizations, sample data, code and scripts of comparable data) to Client, whether or not installed on hardware, or provided pursuant to a hardware or software delivery, free of charge without an order, or otherwise provided to Client pursuant to a (purchase)contract, quotation, order form, invoice, or online purchase process (each, an "Order");
    (c) associated software license keys, if applicable ("License Keys");
    (d) updates to software ("updates");
    (e) documentation for Deliverables (hardware and/or software); and
    (f) all copies of the foregoing as mentioned in a until e of this article.

6. Subject to and conditioned upon full compliance with the terms and provisions of these User Terms, the Contractor grants Client a personal, non-exclusive, non-transferable license to use the Deliverables, including any updates (hereinafter referred to as the "License") during the period for which Client has purchased licenses, as specified in the applicable Order.

7. Client is not allowed to permit third parties to use the Deliverables without written consent from Contractor. If Contractor grants written consent to Client's suggested third party (each then an 'Authorized Third Party'), the Deliverables shall be used exclusively for the purpose of providing services to Client, provided that such use is in accordance with these User Terms. Client is liable for any breach of these User Terms by any Authorized Third Party.

8. The Intellectual Property Rights of the Deliverables are not sold, but provided under license. Except for the license expressly granted in these User Terms, the Contractor, on behalf of itself and its subsidiaries and suppliers, retains all Intellectual Property rights in and to the Deliverables and all related materials ('IP-Works'). The Intellectual Property rights to these IP-Works are valid and protected in all forms, media, and technologies existing now or developed hereafter. Any use of IP-Works other than expressly described herein is strictly prohibited.

9. Client and the Authorized Third Parties must:
(a) run the software only on the hardware for which it was intended, where applicable;
(b) only use License Keys (if applicable) from the Contractor or an authorized supplier of Contractor's License Keys;
(c) treat the Deliverables as the confidential information of the Contractor;
(d) use the software solely on the number of computers or devices for which Client has purchased it, in configurations allowed by the Contractor, and/or in accordance with the applicable unit of measure, each as specified in the Order;
(e) Comply with export control and economic sanctions laws of The Netherlands, the European Union, the United States, and other applicable jurisdictions. The Deliveries may only be used, sold, leased, exported, imported, re-exported, or transferred in accordance with the applicable laws. This includes, but is not limited to, compliance with export licensing requirements, end-user controls, adherence to restrictions on end-use and end-destinations, and avoiding transactions with sanctioned persons and entities. Client represents and warrants that it is not the subject or target of economic sanctions from the European Union, the United States, or other applicable jurisdictions and that Client is not located in a country or territory that is the subject or target of such sanctions;
(f) install all updates offered by the Contractor in a timely manner, i.e., as soon as possible after the update is offered. If Client fails to do so, Contractor is not responsible or liable for (security) vulnerabilities. The Client is solely responsible and liable for the consequences of not implementing the offered updates.
(g) if the Contractor detects a significant security vulnerability in the Deliveries, the Contractor will notify the Client. If the Client continues to use the Deliveries against the Contractor's advice regarding the reported vulnerability, the Client is fully responsible and liable for the consequences of continuing to use the Deliveries with a known vulnerability.
(h) if the Client detects a vulnerability in the Deliveries, the Client must promptly notify the Contractor and any relevant supervisory/evaluating authority, so that the Contractor has sufficient time to remedy the vulnerability and other users have had the opportunity to implement an update addressing the vulnerability. After the expiration of the remediation period, any publication of a vulnerability is only permissible if the supervisory/evaluating authority grants permission.

10. The Client and the Authorized Third Parties agree to use the Deliveries solely for legitimate and lawful purposes, unless otherwise permitted by these User Terms or by mandatory law (i.e., laws that cannot be altered by contracting parties), and agree to refrain from the following:

(a) modify or remove ownership notices or markings on or in the Deliverables;

(b) transfer or export License Keys to another person or entity without prior written consent of Contractor;

(c) download updates from the Contractor or an authorized supplier unless Client has a valid license agreement for updates;

(d) install updates on products (such as server, networking, storage, and integrated solutions, and data protection devices) that have reached the end of their service life, unless the Contractor agrees in writing;

(e) install and use counterfeit versions of software on Contractor's hardware (i.e., software provided by anyone other than the Contractor or an authorized representative of the Contractor) or the installation and use of software provided by the Contractor on counterfeit hardware (i.e., hardware provided by someone other than the Contractor or an authorized representative of the Contractor);

(f) violate or circumvent technological usage restrictions in the Deliverables;

(g) sell, export, lend, rent, lease, sublicense, distribute, or encumber (e.g., by liens, security interests, etc.) the Deliverables to a third party without prior written consent of Contractor;

(h) grant access to or allow use of the Deliverables by third parties, other than Authorized Third Parties, without prior written consent from the Contractor;

(i) copy, amend, republish, upload, post online, or transmit the Deliverables in any manner;

(j) create derivative works based on the Deliverables or decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of the Deliverables in whole or in part;

(k) attack or attempt to undermine the security, integrity, verification, or intended operation of the Deliverables;

(l) create internet links to the software or create a 'frame' or 'mirror' of the Deliverables on another server, wireless device, or internet device, in a manner that allows the sharing of the License beyond the intended purpose and permitted use for which the license was granted, or allow others to do so;

(m) use the Deliverables to create a competitive offering;

(n) use the Deliverables to create other software, products, or technologies that are commercially traded and/or made available outside the scope of the Client's own organization.

(o) share or publish the results of any benchmark tests of the Deliverables without prior written consent of Contractor.

11. Under these User Terms, the Contractor provides no warranty for the Deliveries and offers no support. Any warranties and support rights for Deliveries obtained for a fee are solely arranged between Client and the Reseller or the Technolution entity from whom Client purchased the Deliveries and the associated support. These rights are subject to the terms agreed upon with that sales organization.

12. The limitations, exclusions, and disclaimers of liability set forth in any existing agreement or the Contractor's terms of sale applicable to the Order shall apply to all disputes, claims, or controversies between the Client and the Contractor, including disputes concerning these User Terms, regardless of the nature of the claim.

13. The Contractor may revoke these User Terms if the Client or an Authorized Third Party commits a material breach of these User Terms and fails to remedy the breach within thirty (30) days of receiving notice of the breach from the Contractor. This right to revoke also applies if the Contractor or the Reseller from whom the Client made the purchase does not receive timely payment for the License Rights to the Deliveries. In the event of revocation of these User Terms, all License Rights granted hereunder shall automatically terminate, and the Client must immediately cease using the Deliveries and return or

destroy all copies of the Deliveries. Unless otherwise agreed with the Contractor, the Client will not receive a refund from the Contractor if these User Terms are revoked. Rights and obligations under the articles of these User Terms which, by their nature, continue after the revocation of these User Terms shall remain in effect, including payment obligations.

Version: November 2024