END USER LICENSE AGREEMENT

SIMPLEDEFENCE

By using the SimpleDefence service, you expressly acknowledge and agree that you are entering into an agreement with SimpleCyb S.r.l. ("SimpleCyb" or "we", you and SimpleCyb each a "Party" and collectively the "Parties"), and that you have understood, accepted and agree to be bound by this End User License Agreement ("EULA").
If you are not the Customer and are accepting this EULA on the Customer's behalf, you represent and warrant that you are authorised to act on behalf of the Customer and to accept this EULA (and bind the Customer to it).
This EULA is incorporated into and forms part of SimpleCyb's technical and commercial proposal.

1- Definitions

- "Agent" means any software code provided to the Customer and installed on the Endpoints agreed with the Customer to enable the detection and reporting of security events to SimpleCyb's analysis environments.
- "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the relevant Party.
- "Updates" means all patches, updates, modified versions, additions, service packs and upgrades, if any, that SimpleCyb may provide to the Customer (directly or through the Partner) from time to time on an as-available basis.
- "API" means an application program (or programming) interface.
- "Customer" means any natural or legal person (other than a Competitor) receiving the SimpleDefence Service under this EULA solely on the Customer's behalf and for the Customer's internal use.
- "Competitor" means a legal entity that develops, distributes or markets cybersecurity products or services substantially similar to or competing with SimpleCyb's products or services.
- "Agreement" means the contractual relationship between SimpleCyb and the Customer (or between the Partner and the Customer, as applicable) under which SimpleCyb (or the Partner) provides the SimpleDefence Service to the Customer, including, inter alia, the Term, number of Endpoints, pricing, payment terms and similar matters, duly signed by SimpleCyb and the Customer or the Partner (as applicable).
- "Customer Data" means any data (other than SimpleCyb Data) made available and/or accessible to SimpleCyb during the provision of the SimpleDefence Service to the Customer. Such data also includes Reports.
- "SimpleCyb Data" means data generated in connection with the SimpleDefence Service, including, without limitation, correlation and/or contextual data and/or detections. For the avoidance of doubt, SimpleCyb Data does not include Customer Data.
- "Effective Date" means the effective date defined in the Agreement or, if no Agreement has been executed between the Parties, the date on which this EULA is accepted and/or signed.

- "Intellectual Property Rights" means all intellectual property rights, including, without limitation, copyrights, trade secrets, trademarks, trade names, patents, know-how and other proprietary rights, whether registered or unregistered, anywhere in the world.
- "Documentation" means all product descriptions, technical specifications, manuals and materials relating to the use of the SimpleDefence Service (as updated from time to time) that SimpleCyb may, at its discretion, provide to the Customer (directly or through the Partner, as applicable).
- "Term" means the duration of the provision of the SimpleDefence Service, as defined in the Agreement.
- "Endpoint" means any physical or virtual device of the Customer on which the Agent will be installed and which will be covered by the SimpleDefence Service, including, without limitation, workstations, servers, laptops and mobile devices (smartphones and tablets) running iOS, Android or equivalent operating systems compatible with the SimpleDefence Service in accordance with the technical specifications set out in the Documentation.
- "Force Majeure Event" means circumstances or causes beyond a Party's reasonable control, including, without limitation, strikes, shortages, riots, insurrections, fires, floods, storms, explosions, wars, actions of governmental or quasi-governmental authorities, acts of terrorism, earthquakes, power failures, pandemics or epidemics (or similar regional health crises).
- "Partner" means any distributor and/or reseller authorised by SimpleCyb to provide the Customer with access to the SimpleDefence Service.
- "Reports" means activity summary documents containing the results of detections performed as part of the SimpleDefence Service in relation to the Customer's Endpoints.
- "SimpleDefence Service" or "Service" means the managed cybersecurity service provided by SimpleCyb under the Agreement, including continuous monitoring, threat detection, security analysis and incident response, delivered using the SimpleDefence software and the installation of Agents on the Customer's Endpoints.
- "Internal Use" means use of the SimpleDefence Service solely for the internal information security purposes of the Customer and its Affiliates (in compliance with this EULA), or in any event solely on behalf of and for the benefit of the Customer. By way of example and without limitation, Internal Use does not include use: (i) for the benefit of any person or entity other than the Customer or its Affiliates; or (ii) to develop any product or service.
- "Authorised Users" means any employee or contractor of the Customer expressly authorised by the Customer to receive the Reports and alerts generated by the SimpleDefence Service.

Contents

1- Definitions	1
2- SimpleDefence Service	4
3- Customer's Providers	4
4- Customer Responsibilities	5
5- Fees and Payment Terms	5
6- Use of Data	6
7- Representations	6
8- Intellectual Property Rights	7
9- Confidentiality	8
10- Limited Warranties	9
11- Limited Liability	9
12- Indemnification	9
13- Suspension of the Service	10
14- Term and Termination	10
15- Miscellaneous	10
ANNEX A	13
SERVICE LEVELS (SLA) - CYBERSECURITY INCIDENT MANAGEMENT	13

2- SimpleDefence Service

2.1 Under this EULA, SimpleCyb undertakes to provide the Customer (directly or through a Partner, as applicable) with the SimpleDefence Service for the Term, solely for the Customer's Internal Use. The Customer may use the results of the SimpleDefence Service only in accordance with this EULA and the Documentation.

2.2 The Customer grants SimpleCyb access to its information systems during the term of the Agreement solely to investigate malicious behaviour and/or any signs of an attack on the Customer's Endpoints protected by the SimpleDefence Service. If the Customer does not wish to grant this right, it must email SimpleCyb requesting the withdrawal of this authorisation.

2.3 The Customer acknowledges and agrees that providing the SimpleDefence Service involves installing Agents on its Endpoints and may involve changes to the configuration of its information systems and/or granting SimpleCyb permissions within those systems. The SimpleDefence Service may also be installed on mobile devices (smartphones and tablets), subject to the technical requirements in the Documentation and the security policies of the respective platforms (Apple App Store / Google Play). The Customer acknowledges that reversing such changes and/or revoking such permissions may disable and/or interfere with the normal operation of the SimpleDefence Service, in which case the Customer shall be solely responsible for the Service's failure to function correctly.

2.4 The Customer acknowledges and agrees that the SimpleDefence Service will be delivered under the so-called Follow the Sun model, including through subcontractors located in Spain, Mexico and Thailand. SimpleCyb shall remain liable to the Customer for any breach or non-compliance by its subcontractors. The obligations, responsibilities and burdens under this EULA automatically extend to subcontractors, and SimpleCyb hereby guarantees, including pursuant to Article 1381 of the Italian Civil Code, both the services performed by subcontractors and their compliance with this EULA and applicable laws.

2.5 The SimpleDefence Service is delivered in accordance with the service levels (SLA) defined in Annex A to this EULA, which forms an integral part hereof.

2.6 The SLAs in Annex A do not apply in the following cases: (i) Force Majeure Events; (ii) Scheduled or Emergency Maintenance: routine or extraordinary maintenance on SimpleCyb's or its subcontractors' systems, of which SimpleCyb will endeavour to give the Customer reasonable advance notice where circumstances permit; (iii) Causes Attributable to the Customer: delays or impediments arising from the Customer's acts or omissions, including, without limitation, missing or incorrect Endpoint configuration, withdrawal or failure to grant access permissions required for the Service, failure to provide configuration data required under Article 4.2, or any other Customer conduct liable to hinder or delay SimpleCyb's intervention; (iv) Third-Party Network or Telecommunications Outages: malfunctions, disruptions or interruptions affecting telecommunications networks, the Internet or other infrastructure services outside SimpleCyb's control, including outages at information systems or data centres controlled by the Customer or Internet service providers, as provided in Article 7.4 of this EULA. In each case under this Article 2.6, the SLAs in Annex A shall be suspended for the duration of the impediment and shall resume when it ceases.

3- Customer's Providers

3.1 Where the Customer uses third parties to provide cybersecurity services, the Customer authorises SimpleCyb to grant the Customer's providers access rights and privileges to the Reports and alerts generated by the SimpleDefence Service strictly necessary to perform their activities. If at any time the Customer wishes to withdraw this authorisation, it must revoke such access and use or contact SimpleCyb in writing.

3.2 The Customer's providers are subject to the terms and conditions of this EULA throughout the

period in which they access the results of the SimpleDefence Service on the Customer's behalf, and the Customer remains responsible, including pursuant to Article 1381 of the Italian Civil Code, for their acts and omissions during that period. Any breach of this EULA by a Customer's provider shall be deemed a breach by the Customer.

4- Customer Responsibilities

4.1 The Customer acknowledges and agrees that (i) it is solely responsible for updating and securing its information systems, including, without limitation, remedying any security vulnerability disclosed by the SimpleDefence Service and/or Reports; (ii) SimpleCyb does not guarantee that the SimpleDefence Service will identify and/or contain all vulnerabilities, incidents, indicators of compromise, malware, information confidentiality risks or threats; and (iii) the Customer is solely responsible for testing, verifying and confirming that any remedial measure contained in the Reports is appropriate for the Customer's purposes. The Customer further acknowledges and agrees that SimpleCyb does not guarantee that use of the SimpleDefence Service will render it invulnerable to or free from unauthorised access, use or disclosure of information.

4.2 The Customer further acknowledges and agrees that it is responsible for providing SimpleCyb with all configuration data (hostnames, user accounts, etc.) required to install the Agents and deliver the SimpleDefence Service. Failure to provide configuration data does not relieve the Customer of any liability under the Agreement. The Customer acknowledges and agrees that the effectiveness of the SimpleDefence Service may depend on access to telecommunications and Internet services.

4.3 The Customer is solely responsible for obtaining and maintaining all telecommunications and Internet services and other hardware and software required to use the SimpleDefence Service, including, without limitation, all associated costs, fees, expenses and taxes of any kind. SimpleCyb shall not be liable for any loss of or unauthorised access to data and information, loss of communications, or other losses or damages of any kind attributable to such telecommunications and Internet services.

5- Fees and Payment Terms

5.1 Where the Customer purchases the SimpleDefence Service directly from SimpleCyb (rather than through a Partner), provision of the Service is conditional upon the Customer's full payment of the fees set out in the Agreement (the "Fees"). The Customer shall pay such Fees directly to SimpleCyb. If the Customer purchased the SimpleDefence Service from a Partner, it shall pay the Partner in accordance with the terms of its purchase order with the Partner.

5.2 The Customer shall pay all amounts due under this Agreement in the currency and in accordance with the payment terms specified in the Agreement.

5.3 All Fees and other amounts paid under the Agreement are non-refundable, except as provided in this EULA.

5.4 The Customer shall pay all taxes, duties and levies imposed by any governmental authority in relation to the provision of the SimpleDefence Service. All payments by the Customer to SimpleCyb shall be made without withholding or deduction for any applicable tax.

5.5 Any Customer Affiliate using the SimpleDefence Service under the Agreement, or otherwise benefiting from use of the Service, shall be bound by and comply with all the terms and conditions of this EULA. The Customer signing this EULA shall remain responsible, including pursuant to Article 1381 of the Italian Civil Code, for its Affiliates' acts and omissions.

6- Use of Data

6.1 SimpleCyb undertakes to process the Customer's personal data in accordance with this EULA and applicable law.

6.2 The Customer represents and warrants that it (i) will provide all data subjects with appropriate privacy notices; (ii) will obtain all required informed consents and/or have all valid legal bases in place; and (iii) will at all times comply with all applicable privacy and data protection laws and regulations (including, without limitation, the EU General Data Protection Regulation, "GDPR") to enable SimpleCyb to use and process data in accordance with this EULA (including, without limitation, providing such data to SimpleCyb, accessing it and transferring such data by SimpleCyb to its Affiliates and any subcontractors, including transfers outside the European Economic Area).

6.3 Without prejudice to the foregoing, any anonymous information derived from use of the SimpleDefence Service (i.e. metadata, aggregated, statistical and/or analytical information) that does not constitute personal data ("Analytical Information") may be used by SimpleCyb to provide the Service, to develop and/or improve the Service and/or for statistical purposes (internally or externally). For clarity, Analytical Information remains the exclusive property of SimpleCyb.

6.4 The Customer authorises SimpleCyb to transfer personal data processed in connection with the SimpleDefence Service to its subcontractors. During such transfers, SimpleCyb shall ensure adequate protection to safeguard the personal data transferred within the SimpleDefence Service. Where delivery of the SimpleDefence Service involves transferring personal data to countries outside the EEA, specifically Mexico and Thailand, SimpleCyb shall use applicable standard contractual clauses together with appropriate supplementary measures or other appropriate data transfer mechanisms in accordance with applicable law. In particular, such transfers shall be subject to the execution of specific agreements governing the proper processing of personal data between SimpleCyb and its subcontractors.

7- Representations

7.1 Each Party represents and warrants that: (i) it is duly organised and validly existing; (ii) its execution and performance of this EULA will not conflict with other agreements, commitments or licences by which it is bound and will not violate applicable law; and (iii) it has full corporate power and authority to perform its obligations under this EULA.

7.2 Service Conformity. SimpleCyb warrants that, during the Term of the Agreement, the SimpleDefence Service will substantially conform in all material respects to the Service description in the Documentation (if provided). SimpleCyb's sole obligation in the event of material non-conformity with this warranty shall be, at SimpleCyb's sole discretion, to use commercially reasonable efforts (i) to provide an error correction or workaround that remedies the reported non-conformity; (ii) to modify the SimpleDefence Service to make it substantially conform; or (iii) if SimpleCyb reasonably determines that such remedies are not feasible within a reasonable time, to terminate the relevant Agreement for cause and refund any amount already paid by the Customer or Partner (as applicable) for the unused period of the Service on a pro-rata basis, such refund being the Customer's sole and exclusive remedy.

7.3 The above warranty shall not apply: (i) if the Agents are not used in accordance with the Documentation or SimpleCyb's instructions; (ii) if the Customer or third parties perform unauthorised repairs, maintenance or modifications to the Agents; (iii) to Service defects caused by accident, negligence, abuse or misuse by the Customer; (iv) to non-conformity arising from any inaccuracy in information provided or made available to SimpleCyb; or (v) where SimpleCyb's provision of the Service is delayed by the Customer and/or any of its third-party service and/or software providers.

7.4 Furthermore, SimpleCyb shall not be liable for any flaws, defects or malfunctions of the

SimpleDefence Service to the extent caused by or associated with: (i) a Force Majeure Event; (ii) regularly scheduled or emergency maintenance and updates; (iii) any cause attributable to the Customer and/or Partner; (iv) software or hardware not provided or managed by SimpleCyb; and (v) outages in other parts of the Internet, including, without limitation, outages at any information system and/or data centre legally controlled by the Customer, third parties or Internet service providers that impede provision of the SimpleDefence Service.

8- Intellectual Property Rights

8.1 The SimpleDefence Service is not transferred and remains the exclusive property of SimpleCyb and/or its licensors. All right, title and interest, including Intellectual Property Rights evidenced by, embodied in, attached to, connected with and/or related to the SimpleDefence Service (and all improvements, corrections, modifications, alterations, revisions, extensions, updates and derivative works thereof), and any other product, deliverable or service provided by SimpleCyb, are and shall remain the exclusive property of SimpleCyb or its licensors. This EULA conveys no rights in the SimpleDefence Service to the Customer other than the limited licence to use the Service in accordance with this EULA and the Agreement. Nothing herein constitutes a waiver of intellectual property rights under any law.

8.2 The Customer acknowledges and agrees that certain components and technologies used in the SimpleDefence Service may include elements licensed to SimpleCyb by third parties. Such components are and remain the exclusive property of their respective licensors, and SimpleCyb warrants that it has obtained all licences and permissions necessary to provide the SimpleDefence Service to the Customer under this EULA.

8.3 Restrictions. Except as expressly permitted in this EULA, without SimpleCyb's prior written consent, the Customer shall not, and shall not allow any Authorised User and/or third party to, directly or indirectly: (i) copy, modify, create derivative works of or distribute any part of the Agents or any Report or result of the SimpleDefence Service (including by incorporating it into its own products); (ii) sell, license (or sublicense), rent, assign, transfer, pledge or share the Customer's rights under this EULA with any third party; (iii) use any "open source" or "copyleft" software in a manner requiring SimpleCyb to disclose the source code of software incorporated in the SimpleDefence Service to any third party; (iv) disclose the results of any testing or benchmarking of the SimpleDefence Service to third parties; (v) attempt to discover the source code of software incorporated in the SimpleDefence Service or its underlying algorithms, perform penetration testing or attempt to identify vulnerabilities in the Service, publish articles or posts in any media concerning technical aspects of the Service, or disclose any findings about the Service to third parties; (vi) use the SimpleDefence Service or its results in a manner that infringes or violates third-party rights, including, without limitation, privacy rights, publicity rights or Intellectual Property Rights; (vii) remove or alter trademarks or other proprietary notices relating to the Service; (viii) circumvent, disable or otherwise interfere with security features of the Service or features enforcing usage restrictions; (ix) export, make available or use the results of the Service in any manner prohibited by applicable laws (including, without limitation, export control laws); (x) transmit malware or other unlawful material in connection with the Service; (xi) permit and/or authorise a Competitor to use or view the SimpleDefence Service and/or its results and/or the Documentation; (xii) use any SimpleCyb API function for any purpose other than performance of the Agreement and in accordance with this EULA; or (xiii) induce, encourage or assist any third party in doing any of the foregoing. The Customer agrees to use the SimpleDefence Service in compliance with laws, rules and regulations directly applicable to the Customer. If the Customer becomes aware that a third party is attempting any of the actions prohibited by this Section, it shall immediately notify SimpleCyb in writing.

8.4 Content. By using the SimpleDefence Service, the Customer grants, and represents and warrants that it has the right to grant, SimpleCyb a royalty-free, worldwide, limited and revocable licence to use any content provided to SimpleCyb by the Customer through the Service (the

"Content") in connection with the operation and provision of the SimpleDefence Service. In no event shall SimpleCyb be liable in any way for the Content or its use in any manner, including, without limitation, any errors or omissions, infringement of third-party rights, or losses or damages of any kind arising from the use or display of any Content transmitted, uploaded or otherwise made available in connection with the Service.

9- Confidentiality

9.1 Under this EULA, each Party may have access to certain confidential information of the other Party in any form or medium (whether communicated orally, in writing or electronically), including, without limitation, trade secrets and other information relating to the other Party's products, software, technology, know-how or business, and any other information that a reasonable person should have reason to consider competitively sensitive ("Confidential Information").

9.2 Each Party shall take reasonable measures, at least as protective as those used to protect its own confidential information and in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to third parties.

9.3 The receiving Party's obligations under this Section in respect of the disclosing Party's Confidential Information shall not apply and/or shall cease if such information: (a) was already lawfully known to the receiving Party when disclosed by the disclosing Party; (b) was disclosed to the receiving Party by a third party entitled to make such disclosure without confidentiality restrictions; (c) is, or becomes through no fault of the receiving Party, generally available to the public; (d) was independently developed by the receiving Party without access to or use of the disclosing Party's Confidential Information; or (e) to the extent disclosure of Confidential Information is required by law or by an order of a court or similar judicial or administrative body, provided that (to the extent legally permitted) the receiving Party promptly notifies the disclosing Party in writing of the required disclosure to enable the disclosing Party to seek a protective order or otherwise prevent or limit such disclosure.

9.4 Neither Party may use or disclose the other Party's Confidential Information except to perform its obligations under this EULA ("Permitted Use").

9.5 The receiving Party shall grant access to the disclosing Party's Confidential Information only to its officers, employees, consultants, Affiliates, agents and subcontractors (collectively, "Representatives") who need to know such information in connection with the Permitted Use and who (i) have signed a non-disclosure agreement with the receiving Party containing terms at least as restrictive as those in this EULA; or (ii) are otherwise bound by a duty of confidentiality to the receiving Party at least as restrictive as the terms of this EULA. Each Party shall be fully responsible for any breach of this Article by its Representatives.

9.6 All right, title and interest in Confidential Information are and shall remain the exclusive property of the disclosing Party.

9.7 At the disclosing Party's written request, or upon termination of this EULA, the receiving Party shall (at the disclosing Party's option) return all Confidential Information to the disclosing Party or destroy the Confidential Information and any copies or extracts thereof. However, the receiving Party, its Affiliates and Representatives may retain Confidential Information that: (i) they are required to retain for compliance purposes under a document retention policy or as required by law, professional standards, a court or regulatory agency; or (ii) was created electronically under automatic or routine archiving, backup, security or disaster recovery systems or procedures; provided that such retained information remains subject to this EULA.

10- Limited Warranties

10.1 Except as expressly stated in this EULA, and to the fullest extent permitted by applicable law, the SimpleDefence Service, its Documentation and any resulting deliverables (including Reports) are provided "as is" and "as available". The Customer acknowledges that the SimpleDefence Service operates on the basis of known indicators and patterns and that no system can guarantee the detection of every possible threat or the absence of false positives. Accordingly, SimpleCyb shall not be liable if the SimpleDefence Service fails to detect any type of security event and/or threat and/or malicious activity. The Customer acknowledges, understands and agrees that SimpleCyb does not warrant or guarantee that the SimpleDefence Service will find, locate or discover all threats to the Customer's information systems, vulnerabilities, malware or harmful software, nor does it warrant or guarantee that the platforms will not generate false positives. SimpleCyb does not warrant that: (i) the SimpleDefence Service is suitable for the purposes of the Customer and/or Authorised Users; or (ii) the SimpleDefence Service will operate without errors. SimpleCyb expressly disclaims any warranty of non-interference or fitness for a particular purpose. The SimpleDefence Service is not intended for use in air navigation, nuclear facilities, communications systems, weapons systems, direct or indirect life-support systems, air traffic control or any application or installation where a flaw or defect could cause death, serious physical injury or property damage.

11- Limited Liability

To the fullest extent permitted by applicable law, neither Party nor its respective Affiliates shall in any event be liable to the other Party for indirect, consequential, incidental, reputational, data-loss, special or punitive damages of any kind, including, without limitation, loss of profits or business interruption, arising out of or in connection with this EULA and the SimpleDefence Service, regardless of cause and even if a Party has been advised of the possibility of such damages or losses. Except for any liability arising under Sections 8 (Intellectual Property Rights) and 12.2 (Indemnification), under no circumstances shall SimpleCyb's total aggregate liability for all actions or claims of any kind arising out of or relating to this EULA or otherwise to the SimpleDefence Service exceed the Fees actually paid by the Customer (and/or Partner, as applicable) to SimpleCyb under this EULA in the twelve (12) months preceding the date of the relevant action or claim.

12- Indemnification

12.1 SimpleCyb undertakes to defend, at its own expense, any third-party action or suit brought against the Customer alleging that the SimpleDefence Service, when used as permitted by this EULA, infringes third-party Intellectual Property Rights, and SimpleCyb shall pay any damages awarded in a final judgment against the Customer attributable to such claim. If the SimpleDefence Service becomes, or in SimpleCyb's opinion is likely to become, the subject of an intellectual property infringement claim, SimpleCyb may, at its sole discretion: (i) procure for the Customer the right to continue using the Service (or part thereof); (ii) replace or modify the Service to avoid the claim; or (iii) if options (i) and (i) cannot be implemented despite SimpleCyb's reasonable efforts, immediately terminate this EULA by written notice to the Customer and/or Partner (as applicable) and refund any amount already paid by the Customer or Partner (as applicable) for provision of the SimpleDefence Service for the remaining unused period on a pro-rata basis, such refund being the Customer's sole and exclusive remedy. Notwithstanding the foregoing, SimpleCyb shall have no liability for intellectual property infringement claims arising from or based on: (i) use of the SimpleDefence Service in a manner not authorised in writing by SimpleCyb; (ii) the Customer's failure to implement Agent updates or enhancements provided

by SimpleCyb at no additional cost; (iii) any functionality or capability provided by SimpleCyb in accordance with technical designs, specifications or express written instructions supplied by the Customer or Partner; and (iv) third-party services or products. This Section sets out the entire liability and the Customer's sole remedy for claims or alleged or actual infringements relating to the SimpleDefence Service.

12.2 The Customer shall indemnify, defend and hold harmless SimpleCyb, its directors, officers, employees and agents and their respective successors, heirs and assigns (the "Indemnitees") against any liability, damage, loss or expense (including reasonable legal fees) incurred by or imposed on any Indemnitee in connection with any claims, suits, actions, demands or judgments ("Claims") relating to any act or omission by the Customer and/or anyone acting on the Customer's behalf that constitutes (i) a breach of this EULA; or (ii) a violation of third-party rights.

13- Suspension of the Service

SimpleCyb may immediately suspend provision of the SimpleDefence Service if: (i) SimpleCyb believes there is a significant threat to the security, integrity, functionality or availability of the Service or any content, data or application of the Service; (ii) the Customer and/or its Authorised Users and/or the Customer's Representatives and/or Affiliates infringe SimpleCyb's Intellectual Property Rights; (iii) the Customer and/or Partner (as applicable) is late in making payments to SimpleCyb, provided that SimpleCyb uses commercially reasonable efforts in the circumstances to notify the Customer; or (iv) the Customer or Partner breaches any provision of this EULA.

14- Term and Termination

14.1 This EULA shall enter into force on the Effective Date and remain in force for the period specified in the Agreement, unless withdrawn from or terminated if and where provided in the Agreement and/or this EULA.

14.2 SimpleCyb shall have the right to terminate this EULA and the related Agreement immediately upon written notice to the Customer if the Customer: (i) enters liquidation or bankruptcy proceedings, voluntarily or compulsorily, makes a general arrangement with its creditors or ceases to conduct its business in the ordinary course; or (ii) fails to perform any obligation or undertaking herein and fails to remedy such breach within fourteen (14) days of receiving a written request to do so; and (iii) if the Customer or Partner breaches any provision of this EULA and fails to remedy such breach (if remediable) within fourteen (14) days of receiving a written request to do so.

14.3 Upon termination or expiry of this EULA: (i) the Customer's right to use the SimpleDefence Service shall cease; (ii) the Customer shall promptly cease using any results of the SimpleDefence Service and uninstall all Agents installed on the Customer's Endpoints; and (iii) the Customer shall immediately delete and dispose of all copies of the Documentation in the possession or control of the Customer or its Representatives and/or Affiliates.

14.4 If SimpleCyb terminates this EULA, all Fees payable to SimpleCyb for the remainder of the Term shall become immediately due and payable to SimpleCyb, and the Customer shall promptly remit all such Fees to SimpleCyb.

14.5 The provisions of this EULA that, by their nature and content, must survive termination of this EULA to achieve its purposes shall survive.

15- Miscellaneous

15.1 A Party's failure to enforce any right granted under this EULA or to take action against the other Party for breach of this EULA shall not be deemed a waiver of that Party's subsequent enforcement of rights or subsequent action in respect of future breaches.

15.2 If any provision of this EULA is held unenforceable, it shall be reformed only to the extent necessary to make it enforceable.

15.3 The Customer agrees that SimpleCyb may identify the Customer as a user of the Service in its business dealings, press releases, marketing materials (including, without limitation, case studies), electronic, print and broadcast advertising, newsletters, correspondence, trade shows, other promotional materials, its website or any third-party website on which SimpleCyb or its designated agents may promote the Service. The Customer grants SimpleCyb and its agents an irrevocable, perpetual, worldwide, non-exclusive, fully paid-up and royalty-free licence (with the right to sublicense) to use, reproduce, publish and display the Customer's name, trademarks, service marks, designs, logos and symbols for such purposes.

15.4 Neither Party may assign its rights or obligations under this EULA without the other Party's prior written consent, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either Party may assign this EULA in connection with a merger, consolidation, sale of all of that Party's equity interests, or sale of all or substantially all of that Party's assets to which this EULA relates. This EULA is binding upon and inures to the benefit of the Parties and their respective successors and assigns.

15.5 This EULA and any annexes or references hereto constitute the entire agreement between the Parties regarding its subject matter and supersede all prior and contemporaneous oral or written understandings and representations between the Parties on that subject. SimpleCyb may amend this EULA from time to time by notifying the Customer. Notwithstanding any provision to the contrary, in the event of material amendments to this EULA, the Customer will be notified of such amendments at the email address provided by the User. Such amendments shall be effective and binding upon notification unless a different effective date is specified. The Customer's continued use of the Service after delivery and/or publication of a notice amending the EULA shall be conclusively deemed acceptance of that amendment. If an amendment is unacceptable to the Customer, the Customer must immediately notify SimpleCyb in writing, in which case SimpleCyb may, at its sole discretion: (i) postpone the effective date of the amendments until expiry of the current Term of the Agreement; or (ii) immediately terminate this EULA and refund any amount already paid by the Customer or Partner for the remaining unused period of the SimpleDefence Service on a pro-rata basis, such refund being the Customer's sole and exclusive remedy.

15.6 This EULA does not create and shall not be construed as creating any relationship, partnership, joint venture, employer-employee, agency or franchisor-franchisee relationship between the Parties.

15.7 If the Customer purchases the SimpleDefence Service through a Partner, the Customer acknowledges and agrees that: (i) the Partner is not SimpleCyb's agent and has no power to bind or commit SimpleCyb in any way; (ii) this EULA constitutes a binding legal agreement solely between the Customer and SimpleCyb; (iii) the Partner is an independent contractor and has no authority to amend this EULA or make binding commitments on SimpleCyb's behalf, orally or in writing; (iv) the Customer is in any event bound to comply with this EULA, regardless of any contractual terms agreed with the Partner; (v) the Customer shall pay the Partner the applicable fees for the SimpleDefence Service, and the Partner shall in turn pay SimpleCyb; and (vi) any termination of the agreement between the Partner and SimpleCyb shall not affect the Customer's right to continue using the SimpleDefence Service for the remainder of the Term, provided the Customer continues to comply with this EULA and any payment obligations.

15.8 This EULA is governed by Italian law, regardless of where the SimpleDefence Service is to be performed and regardless of the Customer's nationality.

15.9 Any dispute concerning the performance, validity, interpretation or enforceability of this EULA shall fall within the exclusive jurisdiction of the courts of Florence, which shall not be derogated from even on grounds of related proceedings.

By using the SimpleDefence Service, you expressly accept, including pursuant to Articles 1341 and 1342 of the Italian Civil Code, the following provisions of this EULA:

- Art. 2.3 - Changes to the configuration of the Customer's systems and the Customer's responsibility for revoking permissions
- Art. 2.6 - Grounds for exclusion and suspension of SLAs
- Art. 4.1 - Exclusion of any guarantee of complete threat identification and the Customer's sole responsibility for implementing corrective measures
- Art. 4.3 - The Customer's sole responsibility for hardware, software and connectivity required for the Service
- Art. 7.2 - Limitation of the Customer's remedies for Service non-conformity to correction, modification or a pro-rata refund at SimpleCyb's discretion
- Arts. 7.3 and 7.4 - Exclusions from the Service conformity warranty
- Art. 8.3 - Restrictions on use of the Service and its results
- Art. 10.1 - Disclaimer of warranties
- Art. 11 - Limitation and cap on SimpleCyb's liability
- Art. 12.2 - The Customer's obligation to indemnify, defend and hold harmless
- Art. 13 - SimpleCyb's right to suspend the Service unilaterally
- Art. 14.2 - SimpleCyb's right to terminate immediately
- Art. 14.4 - Immediate payment of all outstanding Fees upon termination
- Art. 15.3 - Irrevocable and perpetual licence to SimpleCyb to use the Customer's name and trademarks for promotional purposes
- Art. 15.5 - SimpleCyb's right to amend the EULA unilaterally
- Art. 15.7 - Limitation of the Partner's liability and exclusive Customer-SimpleCyb relationship
- Art. 15.9 - Derogation from territorial jurisdiction in favour of the courts of Florence

ANNEX A

SERVICE LEVELS (SLA) - CYBERSECURITY INCIDENT MANAGEMENT

This Annex A governs the service levels (SLA) applicable to the management of cybersecurity incidents detected as part of the SimpleDefence Service.

A.2 SLA Matrix - Response Times

Risk Level	Incident Acceptance	Initial Analysis and Response	Containment and Communication
High/critical risk	15 min.	30 min.	1 h
Medium risk	1 h	2 h	4 h
Low risk	4 h	4 h	8 h

The times indicated are the maximum periods within which SimpleCyb undertakes to accept the incident and notify the Customer of the event. These activities shall be carried out without undue delay and, in any event, as soon as possible, subject to the analysis and verification required to classify the event correctly.

A.3 Definition of a Critical-Risk Incident

A detected event indicating a serious risk of a cyber breach, malware or other malicious activity (with a low probability of a false positive), capable of causing extensive damage and/or posing an immediate threat to all or a substantial part of mission-critical data and infrastructure.

A.4 Definition of a High-Risk Incident

A detected event indicating a significant risk of cyber compromise, malicious activity or a potential security breach (with a medium-to-high probability of confirmation and a low-to-medium probability of a false positive), capable of causing limited but significant damage and/or posing a threat to specific systems, data or users, without, at the time of detection, reaching the threshold of immediate and widespread impact characteristic of critical-risk incidents.

A.5 Definition of a Medium-Risk Incident

A detected event indicating a risk of cyber compromise with significant effects on business operations, but with a partial impact or service degradation that does not disable the entire infrastructure. Although it does not cause a complete interruption of operations, it still requires prompt action to reduce the risk of propagation and escalation to higher severity levels.

A.6 Definition of a Low-Risk Incident

A detected event indicating a limited risk of cyber compromise, without significant disruption to work activities or with a limited to negligible impact on information systems and/or business data, and therefore without irrecoverable security consequences, but nevertheless subject to monitoring to rule out indicators of potential repeated compromise attempts or exploitation of any vulnerabilities.