

END USER LICENSE AGREEMENT (Software License Agreement) EULA

Effective from March 1st 2023

IMPORTANT: PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OUTLINED BELOW REGARDING THE USE OF THIS PRODUCT PRIOR TO DOWNLOADING, INSTALLING, COPYING, OR USING IT. BY DOWNLOADING, INSTALLING, COPYING OR USING THE SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS AND ACKNOWLEDGE THE PRIVACY POLICY.

This Software License Agreement (hereinafter referred to as "**Agreement**") is between **IstroSec s. r. o.**, with registered seat Černyševského 10, 851 01 Bratislava - mestská časť Petržalka, Slovakia, ID: 53 849 060, registered in the Commercial Register administered by Bratislava I District Court, Section Sro, Entry No 153430/B (hereinafter referred to as "**IstroSec**" or "**Provider**"), and you, a natural person or legal entity (hereinafter referred to as "**You**" or "**End User**"), who is entitled to use the software described in Section 1 of this Agreement. The software described in Section 1 of this Agreement can be stored on a data carrier, sent via email, downloaded from the Internet, downloaded from the Provider's servers, or obtained from other sources, subject to the terms and conditions specified below.

THIS AGREEMENT CONCERNS END USER RIGHTS AND IS NOT AN AGREEMENT FOR SALE. THE PROVIDER RETAINS OWNERSHIP OF THE COPY OF THE SOFTWARE, PHYSICAL MEDIA CONTAINED IN THE SALES PACKAGE, AND ANY OTHER COPIES AUTHORIZED TO BE MADE BY THE END USER ACCORDING TO THIS AGREEMENT.

By clicking "I Accept" or "I Accept..." during the installation, download, copying, or use of the software, you agree to the terms and conditions of this Agreement and acknowledge the Privacy Policy. If you do not agree to all the terms and conditions of this Agreement and/or the Privacy Policy, please immediately click on the cancel option, cancel the installation or download, or return the software, installation media, accompanying documentation, and sales receipt to the Provider or the outlet from which you acquired the software.

YOUR USE OF THE SOFTWARE ACKNOWLEDGES THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

SECTION 1 - SOFTWARE

Term "Software" as used in this Agreement refers to:

- (i) the computer program that accompanies this Agreement and all its components;
- (ii) all contents of disks, CD-ROMs, DVDs, emails, attachments, or other media with which this Agreement is provided, including the object code form of the Software provided on a data carrier, email or downloaded via the internet;

- (iii) any related explanatory written materials and documentation related to the Software, including descriptions of the Software, its specifications, its properties or operation, the operating environment, instructions for use or installation, or descriptions of how to use the Software which are published on following web <https://gryphon.istrosec.com/requirements> or which were provided to you in another way (hereinafter referred to as "**Documentation**");
- (iv) copies of the Software, error patches, additions, extensions, modified versions, and updates to Software components, if any, licensed to You by the Provider under Section 3 of this Agreement. The Software will only be provided in the form of executable code.

SECTION 2 - INSTALLING THE SOFTWARE ON YOUR DEVICE

To install the Software, which can be supplied on a data carrier, sent via electronic mail, downloaded from the internet, downloaded from the Provider's servers, or obtained from other sources, you must follow the installation instructions described in the accompanying Documentation. It is important to ensure that your device meets the minimum system requirements specified in the Documentation, and that no software or hardware that could interfere with the proper functioning of the Software is installed on your device. The term "computer" used in this Agreement refers to the hardware, including but not limited to personal computers, laptops, workstations or other electronic devices for which the Software is designed and on which it will be installed and/or used. A installation key is a unique code allocated to you to allow you to use the Software legally (including specific versions of the Software), according to the terms and conditions of this Agreement.

SECTION 3 - LICENCE

On the condition that You agree to the terms and conditions of this Agreement and comply with all the provisions outlined herein, the Provider will grant You the following non-exclusive licence (hereinafter referred to as "**Licence**"):

a) Installation and Usage

You may install and use the Software on a Computer's hard disk or any other permanent storage medium for data storage. Additionally, You may store and display the Software in the memory of a computer system and implement it as necessary.

b) Limitation of Licence

The use of the Software is restricted by the number of End Users. One (1) End User is defined as either: (i) installing the Software on one Computer; or (ii) if the license is limited to the number of mailboxes, then an End User refers to a Computer user who receives electronic mail via a Mail User Agent (hereinafter referred to as "**MUA**"). If the MUA accepts electronic mail and automatically distributes it to several users, then the number of End Users is based on the actual number of users for whom the electronic mail is distributed. If a mail server functions as a mail gate, the number of End Users is equal to the number of mail server users for whom the gate provides services. If an unspecified number of electronic mail addresses are directed to and accepted by one user (e.g., through aliases) and messages are not automatically distributed by the client to a larger number of users, a Licence for one Computer is required. You may not utilize the same Licence simultaneously on more than one Computer. The End

User is permitted to use Installation key to the Software only to the extent that the End User has the right to use the Software in accordance with the limitation arising from the number of Licenses granted by the Provider. The Installation key is considered confidential, and You may not share it with third parties or allow third parties to use the Installation key unless permitted by this Agreement or the Provider. If your Installation key is compromised, please notify the Provider immediately.

c) Remuneration

Licence is granted for remuneration, which must be paid to Provider. Amount of remuneration and payment terms are set in sales contract between You and Istrosec or in Documents. In case no mention of remuneration is mentioned in Contract or Documents You have to pay a remuneration of 50,- EUR per year of use, which is payable yearly at beginning of each year.

d) License Term

Your authorization to use the Software is for a limited period specified in sales contract or Documentation. If no period is defined in contract for sale or Documentation it is for period of one year from accepting this Agreement.

e) OEM Software

Software classified as "OEM" and is restricted to the Computer on which it was acquired and cannot be transferred to another Computer.

f) NFR, TRIAL Software

Software classified as "Not-for-resale," NFR, or TRIAL must only be used to demonstrate or test the Software's features and cannot be assigned for payment.

g) Termination of Permission.

The Permission will expire automatically at the conclusion of the granted period. If You fail to comply with any of the Agreement's provisions, the Provider is authorized to withdraw from the Agreement, without prejudice to any entitlement or legal remedy open to the Provider in such eventualities. If the License is terminated, You must immediately delete, destroy or return, at your own cost, the Software and all backup copies to the Provider or to the outlet from which You obtained the Software. Upon termination of the License, the Provider is also authorized to cancel the End User's entitlement to use the functions of the Software, which require connection to the Provider's servers or third-party servers.

SECTION 4 - REQUIREMENTS AND UPDATES

To ensure proper functioning of the Software, an internet connection is required for regular communication with the Provider's or third-party servers, as well as for data collection that complies with the Privacy Policy. The Software requires internet connection and data collection for updates and upgrades. The Provider may issue updates, which are installed automatically, to which End User agrees. Attempts to disable automatic installation may result in inability to use Software. Licence authenticity verification is necessary for the provisioning of updates, and this may require information about the Computer or platform where the Software is installed, in compliance with the Privacy Policy. The End of Life Policy (hereinafter as "**EOL Policy**") governs the provision of updates, and information about it is explained in Section 5 of this Agreement. The Provider may collect, process, and store data about the End User for identification purposes in compliance with the Privacy Policy. The Provider

monitors the End User's use of the Software to ensure compliance with the Agreement. For billing, performance of the Agreement, and notification purposes, the Provider and its business partners may transfer, process, and store data identifying the End User's Computer. The Privacy Policy, which provides information about personal data protection and the End User's rights as a data subject, is accessible from the Provider's website and the Software's help section.

End user agrees to keep the Software updated to its latest version (build) and always comply with update prompt within timeframe set by Provider, or if no timeframe was provided within one (1) month from release of new version (build) of Software. In case automatic updates are for whatever reason not functioning (e.g. due to lack of internet connection or due to disabling of automatic updates) the End user is obligated to update the Software to its latest version manually (by re-installing Software) at least once every six (6) months. Provider does not guarantee functionality of any version of software which is six months older than the latest version, if the Software becomes unusable for this reason it shall not be considered a breach of Providers obligations and the End User is not entitled to any compensation.

SECTION 5 – END-OF-LIFE POLICY

All products reach the end of their life cycle for several reasons, including market demands, technology innovation and development-driven changes, or product maturity and replacement with functionally richer technology. Even so, IstroSec also recognizes that end-of-life (EOL) milestones often prompt companies to review the impact to the products and services. With that in mind, IstroSec has set out below End of Life milestones to help manage EOL transitions and to explain the role that IstroSec can play in helping to migrate to alternative technology.

This EOL Policy applies to all Software and its versions.

End of Life Milestones:

- a) External notification of end of sale is typically six (6) months before the End of Sale (hereinafter referred to as “**EOS**”) date, which is the date after which you can no longer purchase the Software. Such notice will appear on Providers website or You will be notified on EOS in separate notice addressed to You.
- b) No Licences with a term extending beyond Last Day of Support (hereinafter referred to as “**LDOS**”) will be sold after the EOL Notification Date.

IstroSec will provide the following to You and other customers with active contracts with no services.

This EOL Policy may be further expanded upon in separate document issued by IstroSec.

SECTION 6 - END USER RIGHTS

Only the End User, their directors and employees may exercise the End User rights. The Software can only be used to protect the Computers or computer systems for which the End User has obtained a License.

SECTION 7 – RESTRICTIONS OF RIGHTS

The End User is prohibited from copying, distributing, extracting components, or creating derivative works of the Software. When using the Software, the End User must comply with the following restrictions:

- a) The End User may make one archival backup copy of the Software on a permanent storage medium, provided the copy shall be used only to restore Software on Computer to which valid Installation key is active. Any other copies of the Software constitute a breach of the Agreement.
- b) The End User may not use, modify, translate, or reproduce the Software or transfer the right to use the Software or copies of the Software, except as provided in this Agreement.
- c) The End User may not sell, sublicense, lease, rent, or borrow the Software.
- d) The End User may not reverse engineer, reverse compile, disassemble the Software, or attempt to discover its source code, except to the extent that such restriction is expressly prohibited by law.
- e) The End User agrees to use the Software in a manner that complies with all applicable laws in their jurisdiction, including restrictions concerning copyright and other intellectual property rights.
- f) The End User agrees to use the Software in a way that does not limit the access of other End Users to its functions. The Provider reserves the right to limit the scope of services provided to individual End Users to ensure the highest possible number of End Users can use the services. Limiting the scope of services may involve the complete termination of access to any function of the Software and deletion of data and information on the Provider's or third-party servers relating to a specific function of the Software.
- g) The End User agrees not to engage in any activities that violate the terms of the Agreement, including transferring the Installation key to unauthorized persons, reproducing or distributing duplicated or generated Installation keys, or using the Software as a result of obtaining a Installation key from a source other than the Provider.

SECTION 8 - OWNERSHIP

The ownership of the Software and all proprietary and intellectual property rights are held by IstroSec and/or its licensors. International treaty provisions and national laws apply to the protection of these rights. The structure, organization, and code of the Software are confidential information and trade secrets of IstroSec and/or its licensors. You may not copy the Software, except as permitted by Section 7(a). Any copies you are permitted to make must include the same copyright and proprietary notices found in the Software. If you violate this Agreement by attempting to reverse engineer, reverse compile, disassemble, or obtain the source code of the Software, any information obtained is automatically transferred and owned by the Provider, regardless of the Provider's rights concerning the Agreement breach.

SECTION 9 - RESERVATIONS

The Provider reserves all rights to the Software, except for the rights explicitly granted to you as the End User.

SECTION 10 - LANGUAGES

If the Software supports multiple languages or platforms or if you receive multiple copies of the Software, you may only use the Software for the number of computer systems and versions for which you obtained a Licence. You may not sell, rent, lease, sub-license, lend, or transfer unused versions or copies of the Software.

SECTION 11 – EFFECTIVENESS

This Agreement is effective from the date you accept its terms. You may terminate this Agreement by permanently uninstalling, destroying and returning the Software, all backup copies, and related materials at your own cost. Your right to use the Software may be subject to EOL Policy, and your right to use the Software will end when any of its features reach the End of Life date defined in the EOL Policy. Regardless of how this Agreement ends, the provisions of Sections 8, 9, 12, 14, 20, and 22 will continue to apply. Ending the Agreement on Your part does not absolve You of obligation to pay the remuneration for Licence.

SECTION 12 – SOFTWARE “AS IS”

As the End User, you acknowledge that the Software is provided "as is" without any express or implied warranties. The Provider, its licensors or affiliates, and copyright holders make no representations or warranties, including but not limited to the warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party patents, copyrights, trademarks, or other rights. The Provider and other parties do not guarantee that the Software will meet your requirements or operate uninterrupted or error-free. You assume all responsibility and risk for selecting and using the Software.

SECTION 13 – OTHER OBLIGATIONS

This Agreement does not create any obligations for the Provider and its licensors beyond what is explicitly set forth herein.

SECTION 14 – DAMAGES

To the extent permitted by law, the Provider, its employees, its affiliates or licensors are not liable for any lost profits, revenue, sales, data, or costs associated with acquiring substitute goods or services, property damage, personal injury, business interruption, loss of business information, or any special, direct, indirect, incidental, economic, cover, punitive, special or consequential damages, arising from the installation, use, or inability to use the Software, regardless of whether the Provider, its employees, its licensors, or affiliates were advised of the possibility of such damages. In countries or jurisdictions where liability exclusion is not allowed, but liability limitation is allowed, the liability of the Provider, its affiliates, its employees, or licensors is limited to the sum you paid for the Licence.

SECTION 15 – CONSUMER RIGHTS

This Agreement does not affect the statutory rights of any party acting as a consumer in conflict with this Agreement.

SECTION 16 – ASSISTANCE WITH SOFTWARE

Unless You enter into a separate Service Level Agreement with IstroSec, You are not entitled to any Technical support and any Technical support provided by IstroSec shall be limited to extent in which IstroSec bears a responsibility for defects of the Software under excludable provisions of applicable laws.

Technical support for the Software will be provided by IstroSec or third parties commissioned by IstroSec, but with no guarantees or declarations. Technical support will not be available after the Software or its features reach the end-of-life date specified in the EOL Policy. Before seeking technical support, the End User must back up all existing data, software, and program facilities. IstroSec and/or third parties commissioned by IstroSec are not responsible for any damage or loss of data, property, software, or hardware or loss of profits resulting from technical support. IstroSec and/or third parties commissioned by IstroSec may decline to resolve an issue if it is beyond the scope of technical support. IstroSec reserves the right to deny, suspend, or terminate technical support at its discretion. To provide technical support, IstroSec may require license information, information, and other data in accordance with the Privacy Policy.

SECTION 17 – LICENSE TRANSFER

The End User may transfer the Software from one Computer to another, provided it does not contradict the Agreement. If it does not violate the Agreement, the End User may permanently transfer the License and all associated rights to another End User with the Provider's approval, under the condition that

- (i) the original End User does not retain any copies of the Software;
- (ii) the transfer of rights must be direct, i.e. from the original End User to the new End User;
- (iii) the new End User must assume all the rights and obligations incumbent on the original End User under the terms of this Agreement;
- (iv) the original End User has to provide the new End User with documentation enabling verification of the authenticity of the Software as specified in Section 18;
- (v) the original End User and the new End User are a part of the same entity which entered into an sales contract with Provider (or verified third-party seller of Software).

SECTION 18 – AUTHENTICITY VERIFICATION OF THE SOFTWARE

The End User may demonstrate entitlement to use the Software by one of the following methods:

- (i) a license certificate issued by the Provider or a third party appointed by the Provider;
- (ii) a written license agreement if such an agreement was made or a written sales contract.

SECTION 19 – LICENSING FOR GOVERNMENT AND PUBLIC AUTHORITIES

If the Software is licensed to any government and public authorities, including the United States Government, then it is licensed in accordance with the licence rights and restrictions outlined in this Agreement.

SECTION 20 – COMPLIANCE WITH TRADE CONTROL LAWS

- A. You may not export, re-export, transfer, or make the Software available to any person, or use it in any way, or be involved in any activity that would cause IstroSec or its holding companies, subsidiaries, and the

subsidiaries of any of its holding companies, as well as entities controlled by its holding companies (hereinafter referred to as "**Affiliates**"), to be in violation of, or subject to negative consequences under trade control laws, including:

- (i) laws that control, restrict, or impose licensing requirements on the export, re-export or transfer of goods, software, technology, or services, issued or adopted by any government, state or regulatory authority of the United States of America, Singapore, the United Kingdom, the European Union, or any of its Member States, or any country where obligations under the Agreement are to be performed, or where IstroSec or any of its Affiliates are incorporated or operate, and
- (ii) economic, financial, trade or other sanctions, restrictions, embargoes, import or export bans, prohibitions on the transfer of funds or assets or on the provision of services, or equivalent measures imposed by any government, state or regulatory authority of the United States of America, Singapore, the United Kingdom, the European Union or any of its Member States, or any country where obligations under the Agreement are to be performed, or where IstroSec or its Affiliates being in violation of, or being subject to negative consequences under, trade control laws. (legal acts referred to in points i, and ii. above together as "**Trade Control Laws**")

B. IstroSec shall have the right to suspend its obligations under this Agreement or terminate this Agreement with immediate effect in the event that:

- (i) Provider determines that, in its reasonable opinion, the End User has breached or is likely to breach provision of Section 20 A) of the Agreement; or
- (ii) the End User and/or the Software become subject to Trade Control Laws and, as a result, IstroSec determines that, in its reasonable opinion, the continued performance of its obligations under the Agreement could result in IstroSec or its Affiliates being in violation of, or being subject to negative consequences under, Trade Control Laws.

C. Nothing in the Agreement is intended, and nothing should be interpreted or construed, to induce or require either party to act or refrain from acting (or to agree to act or refrain from acting) in any manner which is inconsistent with, penalized, or prohibited under any applicable Trade Control Laws.

SECTION 21 – DELIVERY OF NOTICES AND RETURNS

Delivery of notices and returns of the Software and Documentation must be made to IstroSec s. r. o., with registered seat Černyševského 10, 851 01 Bratislava - mestská časť Petržalka, Slovakia. IstroSec may communicate changes to the Agreement, Privacy Policies, and Documentation to you via email, in-app notifications, or by posting on their website. You agree to receive legal communications from IstroSec in electronic form, and electronic communication will be considered as received in writing unless otherwise required by law.

SECTION 22 – GOVERNING LAW AND COURT FOR DISPUTES

This Agreement is governed by the laws of the Slovak Republic, and the principles of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods do not apply. Any disputes or claims related to the Agreement or the use of the Software will be settled by Courts of Slovak republic.

SECTION 23 – INFORMATION GATHERING

The Software has features that gather data about the installation process, the Computer and/or the platform on which the Software is installed, details about the operations and functionality of the Software, and information about managed devices (referred to hereafter as "**Information**") and send them to the Provider. The Information may include data (including unintentionally obtained personal data) concerning managed devices.

The Software necessitates a component to be installed on the managed computer to allow the transfer of information between the managed computer and the remote management software. The information subject to transfer includes management data such as hardware and software information of the managed Computer, and managing instructions from the remote management software. The content of data transferred from the managed Computer shall be determined by the settings of the software installed on the managed Computer. The instructions from the management software shall be determined by the settings of the remote management software.

SECTION 24 – SALVATORE CLAUSE

In case any provision of this Agreement is invalid or unenforceable, it does not affect the validity of the other provisions of the Agreement, which remain valid and enforceable. The Slovak version of the Agreement prevails in case of any discrepancies between language versions. IstroSec may update the Software and revise the terms of the Agreement, its Annexes, Addendums, Privacy Policy or any part thereof at any time for various reasons. You will be notified of any revisions through electronic means and you may not refuse the changes. This is the complete Agreement between you and IstroSec regarding the Software, and it supersedes any prior representations, discussions, undertakings, communications, or advertising relating to the Software.

EULAID: EULA-PRODUCT-GRYPHON