

STORMSHIELD

GENERAL CONDITIONS OF USE AND USER LICENSE – Hardware & Software

(Version 2 – March 2024)

Preamble

The purpose of these provisions (items 1 to 8) is to define the terms and conditions applicable to the Customer's use of the STORMSHIELD hardware and software solution(s), hereinafter the "Product(s)".

This General Conditions of Use and User License document applies to the range of Products distributed by STORMSHIELD, to both current versions and future updated revisions. Updated versions of the present document will be published on the secure space <https://mystormshield.eu>.

It is the customer's responsibility to check for updates to this General Conditions of Use and User License document.

By opening the packaging of the Product(s) and installing the software and/or registering the Product(s), the Customer acknowledges that he unconditionally accepts these General Conditions of use and the User License for the Product(s).

1. Contractual documents

These General Conditions of Use, in conjunction with the STORMSHIELD General Terms and Conditions of Sale determine the scope of commitment between STORMSHIELD and the Customer. They replace and cancel out any prior verbal or written commitment that may be contradictory relating to the purpose of these Conditions of Use.

These Conditions were drafted based on STORMSHIELD's technology as it was at the time of publication. However, STORMSHIELD applies a policy of ongoing development, continuously enhancing its products so as to assure the best level of protection for its Customers. As a result, these Conditions of Use may become obsolete: STORMSHIELD disclaims all liability therefore for any inaccuracies that might appear in this document and for any damage that might result therefrom.

STORMSHIELD reserves the right to:

- make changes and improvements without prior notice to Product covered under the scope of this document.
- modify or replace these Conditions of Use at any time.

2. Warranty and Liability

As of the date of activation of the Product(s), notwithstanding any legal warranty available to the Customer, STORMSHIELD guarantees the hardware of the Product(s) against defects (parts and labor) for a period of twelve (12) months.

From the date of activation of the Products, if no maintenance contract has been concluded between

the parties, STORMSHIELD warrants the Software of the product(s), herein referred to as “the Software”, for a period of ninety (90) days against substantial defects or malfunctions, provided that it is used strictly in compliance with the user-guide that accompanied the Product(s), and in environments that conform to the prerequisites.

In case where a hardware and/or Software defect is identified, STORMSHIELD will exercise its discretion to:

- either repair
- or replace the Product

After the warranty period of ninety (90) days, if no maintenance contract has been concluded between the parties, the Product(s) is (are) deemed to have been provided « as such » without any express or implied warranty or maintenance.

The signing of a maintenance contract is necessary for the proper functioning of the Product(s), insofar as maintenance allows the security Software associated with the Product(s) to be updated. Without maintenance, the Customer is warned that the security functions of the Product(s) **will not provide protection against the most recent threats**.

When a maintenance contract has been concluded between the parties, one must refer to its terms and conditions.

In the event that the Customer proves that there is a defect in STORMSHIELD’s Product(s), STORMSHIELD shall be required to redress only the financial consequences of direct and foreseeable damage due to use of the Product(s).

STORMSHIELD’s liability for direct damage is limited to the amount received by STORMSHIELD for purchase of the Product that has actually caused the damage.

Under no circumstance shall STORMSHIELD be held liable for damage that is indirectly related to use of the Product(s), including any operating losses due to suspension of service or for any other reason, incurred by the Customer or a third party, even if STORMSHIELD was advised of the possibility of such damage.

Under no circumstance shall STORMSHIELD be held liable for any loss of data or income, or for any consequential or direct specific damage or incident relating to use of the Products(s) and the associated documentation.

The Customer alone is responsible for ensuring that the Product(s) meets his needs.

STORMSHIELD does not guarantee that use of the Product(s) will be uninterrupted, nor that it will not contain any errors.

Similarly, STORMSHIELD disclaims all liability for improper installation, settings, configuration and/or use that is not compatible with the Product(s). STORMSHIELD does not provide any guarantee for use by the Customer that does not comply with the prerequisites and the conditions of use described herein and/or in the documentation relating to the Product. Similarly, the consequences of any action, inaction, error, omission or defect fall under the responsibility of the Customer or any provider that has been mandated by the Customer. All tasks relating to installation, settings and configuration must be carried out by the Customer in compliance with state-of-the-art technologies and the applicable regulations.

When the Customer or any provider mandated by the Customer initiates download, launch, installation or any other updating process of the Product(s) proposed by STORMSHIELD, STORMSHIELD disclaims all liability for defective activation of updates by the Customer or the provider mandated by the Customer.

The Customer or any provider mandated by the Customer must comply with the instructions given in the Product(s) installation manual supplied to the Customer, in particular with regard to rules concerning safety, installation precautions and connection requirements. The Customer alone is liable for failure to abide by these rules.

Any fraudulent or illegal use of the Product(s) by the Customer, its employees or the provider mandated by the Customer, engages the Customer's liability vis-à-vis STORMSHIELD as well as third parties that incurred damage as a result thereof.

3. User license

By supplying this license STORMSHIELD grants Customers that have registered the Product the right to use the Product(s). The license is a personal, non-exclusive, non-transferable, non-assignable license.

The Customer may only use the Product(s) in accordance with its documentation. In particular, the license related to the Product(s) is granted for the sole purpose of enabling the Customer to use the Product, and for no other purpose. Thus, the Customer agrees to use the Product(s) according to its intended purpose.

Therefore, any other use of the Product(s) is prohibited. In that respect, the Customer shall refrain from the following acts:

- any dissemination, distribution, leasing, sales, sublicense, transfer, or any direct or indirect act that makes the Product(s) available to a third party or the public, whether free of charge or for payment of a consideration;
- any modification, translation, adaptation or evolution of the Product;
- any decompiling of the Product(s), particularly for the adjustment, production or sale of derived product, or product whose purpose, function or expression would be substantially similar to the Product(s), or for any other action infringing STORMSHIELD's reserved rights.

This license applies to updates.

The discovery of a vulnerability must be declared exclusively to STORMSHIELD and the communication of this vulnerability must be carried out only with the written agreement of STORMSHIELD.

4. Intellectual Property

STORMSHIELD holds all of the intellectual property rights relating to the Software Solutions, its trademark, and all elements enabling it to conclude the contract.

Also, the right to use the Software Solutions shall not be deemed to constitute a transfer of any of the intellectual property rights. In that regard, the Customer agrees to keep intact all particulars of intellectual property appearing in the Software Solutions.

Also, the Customer shall be entitled to the prerogatives specified in article L. 122-6-1 IV of the French Intellectual Property Code only after having expressly requested that Stormshield provide the

information necessary for interoperability of the Software Solution(s) with new software, and only if Stormshield has not transmitted said information within one (1) month, with it being understood that these prerogatives shall not be used under conditions other than those specified in article L. 122-6-11 of the French Intellectual Property Code.

This license applies to any possible updates, changes and new versions.

STORMSHIELD guarantees that it holds all of the intellectual property rights to the Software Solution(s), as well as the authorizations, transfers or licenses of any rights owned by third parties that allow it to grant the use thereof to the Customer.

Therefore, STORMSHIELD agrees to defend and indemnify the Customer for damage related to claims, proceedings or orders initiated by a third party alleging that a component of a Software Solution infringes an intellectual property right, provided that the Customer immediately notifies STORMSHIELD in writing of a legal proceeding, makes a request for its defense, provides it with full cooperation in said defense, and does not enter into a settlement without STORMSHIELD's prior written consent.

To the extent that STORMSHIELD acknowledges that the component is an infringement, it may, at its discretion and at its own expense, decide to (i) modify the component to stop the infringement, (ii) replace the component with non-infringing software that has functions which are overall equivalent or higher in performance, (ii) obtain the rights of use to enable the Customer to continue exploiting the Software Solution in accordance with these Terms and Conditions.

This warranty does not apply to any action for infringement due to non-conforming use or exploitation, or to any modification or adaptation of any components of the Software Solution by the Customer.

Patent

The Product(s) include(s) ASQ technology, for which STORMSHIELD holds international patents.

5. Data

Some Products enable the recovery and analysis of connection histories and logs. The information analyzed thus may enable verification of the internal users' business, and may provide nominative information. The legislation applicable in the Customer's country may impose certain measures such as administrative declarations or the obligation to inform the users. The Customer acknowledges that it is his responsibility to comply with the legal obligations applicable in his country for this type of device.

Some Product(s) provide data encryption mechanisms, the use of which may be prohibited or limited by the legislation applicable in the Customer's country. The Customer acknowledges that it is his responsibility to comply with the legal obligations applicable to this type of system. STORMSHIELD disclaims all liability for any use of Product(s) that do not comply with the Customer's local legislation. STORMSHIELD shall not be accountable for the Customer's failure to comply with legal requirements.

Generally, the Customer guarantees STORMSHIELD that it has met the obligations incumbent thereon pursuant to its national legislation with regard to personal data, and that, as appropriate, it has informed the natural persons involved of the use of said personal data. In that regard, the

Customer guarantees STORMSHIELD against, and holds it harmless from, any recourse, complaint or claim made by a natural person whose personal data might be reproduced and transmitted to STORMSHIELD.

Under no circumstance shall STORMSHIELD be held liable for the quality, integrity, completeness and accuracy of data transmitted by the Customer, and, consequently, for the content and data that will be accessible via the Product (s).

6. Force majeure

Neither party shall be accountable for a failure to execute on any of its obligations if such a failure results from a governmental decision, including any withdrawal or suspension of any authorizations whatsoever; a total or partial strike, whether internal or external to the company; a fire; a natural disaster; a state of war; a total or partial suspension or blockage of telecommunications or electrical networks; a computer piracy; or, more generally, any other situation of force majeure, the characteristics of which are defined by French law and case law.

The party impaired by the event must immediately inform the other party of its impossibility to execute on its obligations. The suspension or delay in execution of any obligations shall not under any circumstance constitute grounds of liability for non-execution of the obligation in question, or imply the payment of damages or penalties for late performance.

7. Export

STORMSHIELD informs the Customer that the Product(s) may contain technologies and software subject to laws of the United States or the European Union regarding the control of exports as well as to laws of the country where they are delivered or used. In accordance with said laws, the Product(s) cannot be sold, leased or transferred to users or countries subject to restrictions. The Distributor, Reseller, Customer or any other provider mandated by the Customer agrees to comply with said laws.

The Product(s) fall within the category of dual-use products that can be used in a civil or military context. As dual-use products, they are subject to (EU) Regulation n°2021/821 of the European Council.

In order to comply with the international obligations of the European Union and those of its members, the export of dual-use products is subject to control and authorization.

STORMSHIELD has taken all of the steps required by the French authorities to obtain export licenses and authorization for each country to which it exports. This means that STORMSHIELD is authorized to export its Products, but this does not mean that a third party and/or a STORMSHIELD partner can export Products to the countries indicated in export licenses granted solely to STORMSHIELD.

Any STORMSHIELD Distributor, Reseller or other Partner, regardless of the name it is given, is advised that, if it exports Products outside of the European Union, it must file its applications with the competent authorities to obtain an export license. If a Product has already been exported outside of the European Union without authorization, STORMSHIELD recommends that the Distributor,

Reseller, Partner or other person involved immediately contact the competent authority in order to regularize the situation.

Due to the nature of the Product(s), cryptology processes are implemented. STORMSHIELD has obtained the required authorization. It is the responsibility of the Distributor, Reseller, Partner or other to proceed with all statutory and/or regulatory formalities and procedures locally applicable to the Product(s). STORMSHIELD agrees to provide information and assistance that might reasonably be required regarding the guarantees necessary for procurement of said authorization.

8. Applicable law - Jurisdiction

ANY DISPUTE THAT MIGHT ARISE REGARDING AN ALLEGED DEFECT IN THE SOFTWARE AND/OR THE PRODUCTS, AND/OR THE INTERPRETATION OR THE APPLICATION OF THE PRESENT GENERAL CONDITIONS OF USE AND USER LICENSE DOCUMENT MUST BE SUBMITTED TO THE COMPETENT COURT LOCATED IN THE AREA OF STORMSHIELD'S HEAD OFFICE, WITH ONLY FRENCH LAW BEING APPLICABLE. THE ENGLISH LANGUAGE VERSION OF THIS DOCUMENT 'GENERAL CONDITIONS OF USE AND USER LICENSE – Hardware & Software' SHALL PREVAIL IN THE EVENT OF A DISPUTE.